



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

Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
May 10, 2017–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. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by Mr. Ed. Toms from URS on the status of the Bradner Reservoir rehabilitation project.
- VIII. **DISCUSSION ITEMS**
 1. Resolution No. 17-11, Abatement of nuisances located at 1010 Socorro Street.

Levi Lujan, Code Enforcement Officer Property noted above has a structure that appears to be unsafe and unsecure. The structure has broken windows and entry to the interior. The property is vacant and creating a nuisance to the public health, safety, and comfort. The violation has not been corrected since first notice was given 91 days ago. Request to grant abatement.

2. Resolution No. 17-12, Abatement of nuisances located at 1907 Lopez Street.

Levi Lujan, Code Enforcement Officer Property noted above has been abandoned and has not been maintained in several years. The property is vacant and creating a nuisance to the public health, safety, and comfort. The violations have not been corrected since first notice was given 91 days ago. Request to grant abatement.

3. Change of Floor Plan/Expansion of Liquor Licensed Premises Application.

Casandra Fresquez, City Clerk El Rialto/Borracho's is requesting a change of Floor plan/expansion of liquor licensed premises for 141-139 Bridge Street. The license holder intends to create sidewalk seating outside of the establishment.

4. Rejection of bids received for RFP #2017-21 for the Waste Water Aeration Piping Upgrades.

Maria Gilvarry, Utilities Director The City of Las Vegas Utilities Department went out for sealed bids for the Waste Water Aeration Piping upgrades. Utilities recommendation is to reject all bids due to the bids exceeding the engineers estimate and above the budget amount for Waste Water.

5. Resolution No. 17-13 for Drinking Water Loan No. 3622-DW for the Chico and 8th Street water line replacement/installation.

Maria Gilvarry, Utilities Director This funding will allow the City to replace the aging lines in the vicinity of Chico Drive and 8th Street to reduce leaking and water loss. The Drinking Water State Revolving Loan Fund has allowed the City \$600,000 in loan subsidy funding for the project. The funding agency requires that the agreement be adopted through resolution.

6. Resolution No. 17-14 for Drinking Water Loan No. 3623-DW for the North Grand Ave. water line installation/looping.

Maria Gilvarry, Utilities Director, This funding will allow the City to construct three segments of new water line to loop existing water lines and eliminate dead ends on North Grand Avenue and in the vicinity of City Hall. The Drinking Water State Revolving Loan Fund has allowed the City \$354,000 in loan subsidy funding for the project. The funding agency requires that the agreement be adopted through resolution.

7. Award request for bids #2017-15 for the East Loop Segment B project to Hays Plumbing and enter into agreement.

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

8. Award request for bids #2017-16 for the Storrie Lake MDF Water Line Repair to Hays Plumbing and enter into agreement.

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

9. Award request for bids #2017-24 for the Cinder Road Waterline Improvements to Garcia Underground and enter into agreement.

Maria Gilvarry, Utilities Director, The City of Las Vegas Utilities department went out for sealed bids for the Cinder Road Waterline Improvements. This project will loop existing lines to improve water quality, fire protection and assist in providing water service to customers in both sides along Cinder Road from Mills Avenue to Los Alamogordos Road.

10. Award request for proposals #2017-23 for Professional Consulting Services to include grants consulting, planning, design and Engineering services to WH Pacific, Molzen Corbin and Occam Engineering Consultants and enter into agreement.

Veronica Gentry, Public Works Director A request for proposals was recently solicited for Professional Consulting Service for the City's Public Works Department. Five proposals were received for this service and the three best qualified to perform this service based on the design criteria, are WH Pacific, Molzen Corbin and Occam Engineering Consultants.

IX. 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.**

X. 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: 04/28/17

DEPT: Utilities Dept.

MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Presentation on status of Bradner rehabilitation project.

BACKGROUND/RATIONALE: Mr. Ed Toms from URS will be conducting a presentation to the Governing body on the status of the Bradner Reservoir rehabilitation project.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Revised 4/20/16

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4-24-17 DEPT: Community Development MEETING DATE: 5-10-17

DISCUSSION ITEM/TOPIC:

Resolution No. 17-11. Abatement of nuisances located at 1010 Socorro Street.

BACKGROUND/RATIONALE:

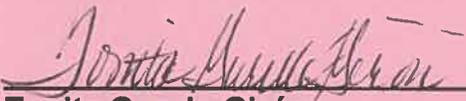
Property noted above has a structure that appears to be unsafe and unsecure. The structure has broken windows and entry to the interior. The property is vacant and creating a nuisance to the public health, safety, and comfort. The violation has not been corrected since first notice was given 91 Days ago. Request to grant abatement

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



SUBMITTER'S SIGNATURE

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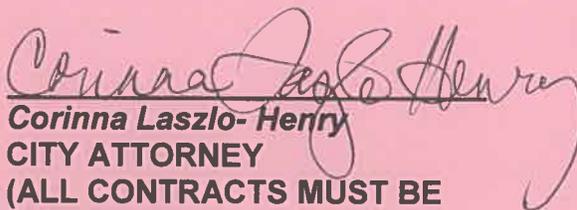
Tonita Gurule-Girón.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



Richard Trujillo
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)



Corinna Laszlo-Henry
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 17-11**

A RESOLUTION DECLARING 1010 SOCORRO STREET WHICH IS OWNED AND CONTROLLED BY ALFRED AND CAROL DURAN TO BE DANGEROUS, COVERED WITH RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Police Department/ Enforcement Service Specialist as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Alfred and Carol Duran, whose address is 1010 Socorro Street according to the records at the San Miguel County Assessor's Office and described in said records as Town of Las Vegas Blk 184, Las Vegas, San Miguel County, New Mexico (property code # 1-094-092-155-306-116).

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301-6 Sections (B) Unsanitary Premises; (C) Hazardous Premises; (H) Dangerous/ Unsafe Buildings or Structures. Items on the premises and visible from the public right of way in violations of City ordinances include but are not limited to excessive weeds, brush, boards, trees, trash, metal, unsecured structure, and other building materials and solid waste.

WHEREAS, the City has attempted to notify the legal property owner, Alfred and Carol Duran via certified mail, and postings of the violations requiring abatement.

WHEREAS, proper notices personally served upon the property included: a Red Tag Notice on February 8, 2017; a Notice of Pending Abatement on February 22, 2017. In the face of these notices, the owner has allowed the nuisances to remain and has done no work within 91 days to correct the violations.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

- A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All weeds, brush, boards, trees, trash, metal, structure openings, and other building materials and solid waste creating a nuisance to the surrounding neighbors since February 3, 2017 (the date the above inventory was taken) must be removed/secured and properly disposed of and the**

premises must be left in a clean, level and safe condition. The windows, doors, vents, and other entry to the structure must be secured to prevent further menaces to the public health or safety.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Alfred and Carol Duran, in charge of the premises as shown by the records of the County Clerk. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2017

Tonita Gurule-Girón, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Corinna Laszlo-Henry, City Attorney

CITY OF LAS VEGAS
RED TAG
FIRST NOTICE OF CODE VIOLATION

Name: Alfred & Carol Duran
Address: 8401 Pan American Freeway NE
City, State, Zip: Albuquerque NM, 87113

You, the owner, occupant or agent of property located at 1010 Socorro Street, Las Vegas, New Mexico or legally described as 1811 Town of Las Vegas Blk 184 was inspected on **February 8, 2017** and has been determined to be a public nuisance per §301-5 based on the following:

Littering§301-6 A

- ✓ Unsanitary Premises§301-6 B – There is an accumulation of weeds, trees, branches, wood, metal, and boards on the property creating a menace to public health, welfare, and comfort.
- ✓ Hazardous Premises§301-6 C – The solid waste and unsafe structure on the property is supplying a breeding and feeding grounds for vermin and insects. This is creating a menace and hazard to public health and safety.

Accumulation of Solid Waste§301-6 D

Solid Waste Receptacles§301-6 E

Polluting Water§301-6 F

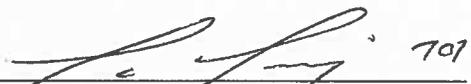
Outdoor Vehicle Storage§301-6 G

- ✓ Dangerous/Unsafe Buildings or Structures§301-6 H – The structure on the property appears to be structurally unsound and is supplying access to vermin, insects, and people. This structure must be repaired or removed.

Other:

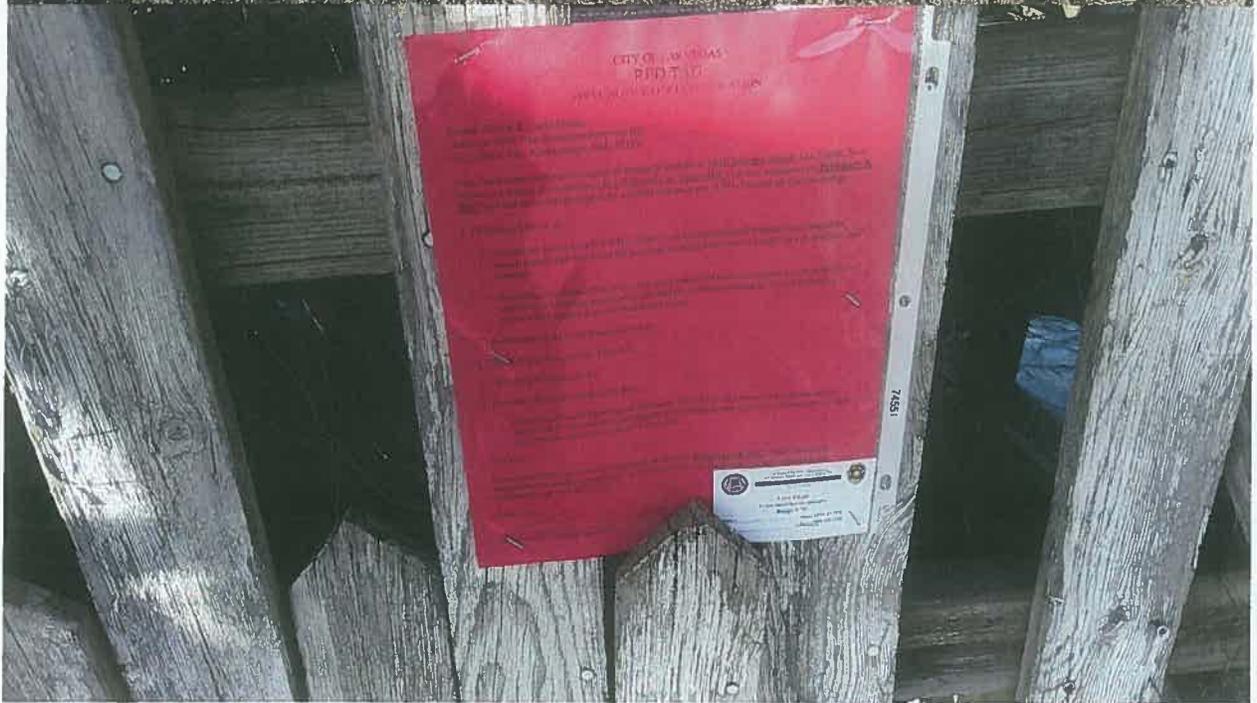
Correction of the above violation(s) must be done by **February 18, 2017**. Your immediate cooperation is greatly appreciated. Should you have any questions, you may contact Code Enforcement at 505-426-3272.

Sincerely,



Enforcement Service Specialist

2-8-17
Date









CITY OF LAS VEGAS
RED TAG
SECOND NOTICE OF CODE VIOLATION
& NOTICE OF PENDING PROSECUTION AND/OR ABATEMENT

Name: Alfred & Carol Duran
Address: 8401 Pan American Freeway NE
City, State, Zip: Albuquerque NM, 87113

You, the owner, occupant or agent of property located at 1010 Socorro Street, Las Vegas, New Mexico or legally described 1811 Town of Las Vegas Blk 184 have been previously informed of a violation(s) at this location and asked to come into compliance. The property was RE-INSPECTED on February 22, 2017 and has been found to continue to be a public nuisance per §301-5 based on the following:

Littering §301-6 A

- ✓ Unsanitary Premises §301-6 B – There is an accumulation of weeds, trees, branches, wood, metal, and boards on the property creating a menace to public health, welfare, and comfort.
- ✓ Hazardous Premises §301-6 C – The solid waste and unsafe structure on the property is supplying a breeding and feeding grounds for vermin and insects. This is creating a menace and hazard to public health and safety.

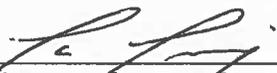
Accumulation of Solid Waste §301-6 D

Solid Waste Receptacles §301-6 E

- ✓ Dangerous/Unsafe Buildings or Structures §301-6 H – The structure on the property appears to be structurally unsound and is supplying access to vermin, insects, and people. This structure must be repaired or removed.

The property will be re-inspected on March 4, 2017. If the violation(s) upon the property are not corrected, please consider this formal notice that the City will either initiate prosecution as provided by law or commence abatement of the nuisance as provided under §301 9 and file a lien on the property per §301-10. Your immediate cooperation will avert further action by the City. Should you have any questions, you may contact Code Enforcement at 505-426-3272.

Sincerely,

 701

Enforcement Service Specialist

2-22-17

Date









Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4-24-17 DEPT: Community Development MEETING DATE: 5-10-17

DISCUSSION ITEM/TOPIC:

Resolution No. 17-12. Abatement of nuisances located at 1907 Lopez Street.

BACKGROUND/RATIONALE:

Property noted above has been abandoned and has not been maintained in several years. The property is vacant and creating a nuisance to the public health, safety, and comfort. The violations have not been corrected since first notice was given 91 Days ago. Request to grant abatement

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



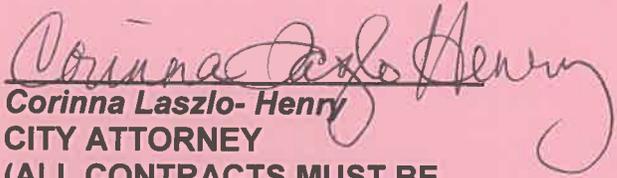
Tonita Gurule-Girón.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



Richard Trujillo
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)



Corinna Laszlo-Henry
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 17-12**

A RESOLUTION DECLARING 1907 LOPEZ STREET WHICH IS OWNED AND CONTROLLED BY MARIA & MAGDALENO ELYCIO TO BE DANGEROUS, COVERED WITH RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Police Department/ Enforcement Service Specialist as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Maria & Magdaleno Elycio, whose address is 1907 Lopez Street according to the records at the San Miguel County Assessor's Office and described in said records as 1811 Town of Las Vegas Blk 18, Las Vegas, San Miguel County, New Mexico (property code # 1-094-092-168-445-76).

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301-6 Sections (B) Unsanitary Premises; (C) Hazardous Premises; (G) Outdoor Vehicle Storage. Items on the premises and visible from the public right of way in violations of City ordinances include but are not limited to excessive weeds, trash, plastic, metal, branches, inoperable vehicles, boards, building materials and solid waste.

WHEREAS, the City has attempted to notify the legal property owner, Maria & Magdaleno Elycio via certified mail, and postings of the violations requiring abatement.

WHEREAS, proper notices personally served upon the property included: a Red Tag Notice on February 8, 2017; a Notice of Pending Abatement on February 22, 2017. In the face of these notices, the owner has allowed the nuisances to remain and has done no work within 91 days to correct the violations.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All weeds, trash, plastic, metal, branches, inoperable vehicles, boards, building materials and solid waste creating a nuisance to the surrounding neighbors since February 8, 2017 (the date the above inventory was taken) must be removed and properly disposed of and the premises must be left in a clean, level and safe condition.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Maria & Magdaleno Elycio, in charge of the premises as shown by the records of the County Clerk. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2017

Tonita Gurule-Girón, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Corinna Laszlo-Henry, City Attorney

CITY OF LAS VEGAS
RED TAG
FIRST NOTICE OF CODE VIOLATION

Name: Maria & Magdaleno Elycio
Address: 1907 Lopez Street
City, State, Zip: Las Vegas NM 87701

You, the owner, occupant or agent of property located at 1907 Lopez Street, Las Vegas, New Mexico or legally described as 1811 Town of Las Vegas Blk 18 was inspected on **February 8, 2017** and has been determined to be a public nuisance per §301-5 based on the following:

Littering §301-6 A

✓ Unsanitary Premises §301-6 B – There is an accumulation of solid waste including but not limited to weeds, trash, plastic, metal, and branches on the property, creating a menace to the public comfort.

✓ Hazardous Premises §301-6 C – The accumulation of solid waste and inoperable vehicles on the property is supplying a breeding and feeding grounds for vermin and insects. This is creating a hazard and menace to the public health and safety.

Accumulation of Solid Waste §301-6 D

Solid Waste Receptacles §301-6 E

Polluting Water §301-6 F

✓ Outdoor Vehicle Storage §301-6 G – There is inoperable vehicles on the property that are in violation of municipal code. The vehicles must be removed or kept in a fully enclosed structure or garage.

Dangerous/Unsafe Buildings or Structures §301-6 H

Other:

Correction of the above violation(s) must be done by **February 18, 2017**. Your immediate cooperation is greatly appreciated. Should you have any questions, you may contact Code Enforcement at 505-426-3272.

Sincerely,

 #701
Enforcement Service Specialist

2-8-17
Date





CITY OF LAS VEGAS
RED TAG
SECOND NOTICE OF CODE VIOLATION
& NOTICE OF PENDING PROSECUTION AND/OR ABATEMENT

Name: Maria & Magdaleno Elycio
Address: 1907 Lopez Street
City, State, Zip: Las Vegas NM 87701

You, the owner, occupant or agent of property located at 1907 Lopez Street, Las Vegas, New Mexico or legally described 1811 Town of Las Vegas Blk 18 have been previously informed of a violation(s) at this location and asked to come into compliance. The property was RE-INSPECTED on February 22, 2017 and has been found to continue to be a public nuisance per §301-5 based on the following:

Littering §301-6 A

✓ Unsanitary Premises §301-6 B – There is an accumulation of solid waste including but not limited to weeds, trash, plastic, metal, and branches on the property, creating a menace to the public comfort.

✓ Hazardous Premises §301-6 C – The accumulation of solid waste and inoperable vehicles on the property is supplying a breeding and feeding grounds for vermin and insects. This is creating a hazard and menace to the public health and safety.

Accumulation of Solid Waste §301-6 D

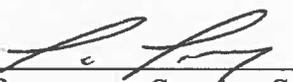
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The property will be re-inspected on March 4, 2017. If the violation(s) upon the property are not corrected, please consider this formal notice that the City will either initiate prosecution as provided by law or commence abatement of the nuisance as provided under §301 9 and file a lien on the property per §301-10. Your immediate cooperation will avert further action by the City. Should you have any questions, you may contact Code Enforcement at 505-426-3272.

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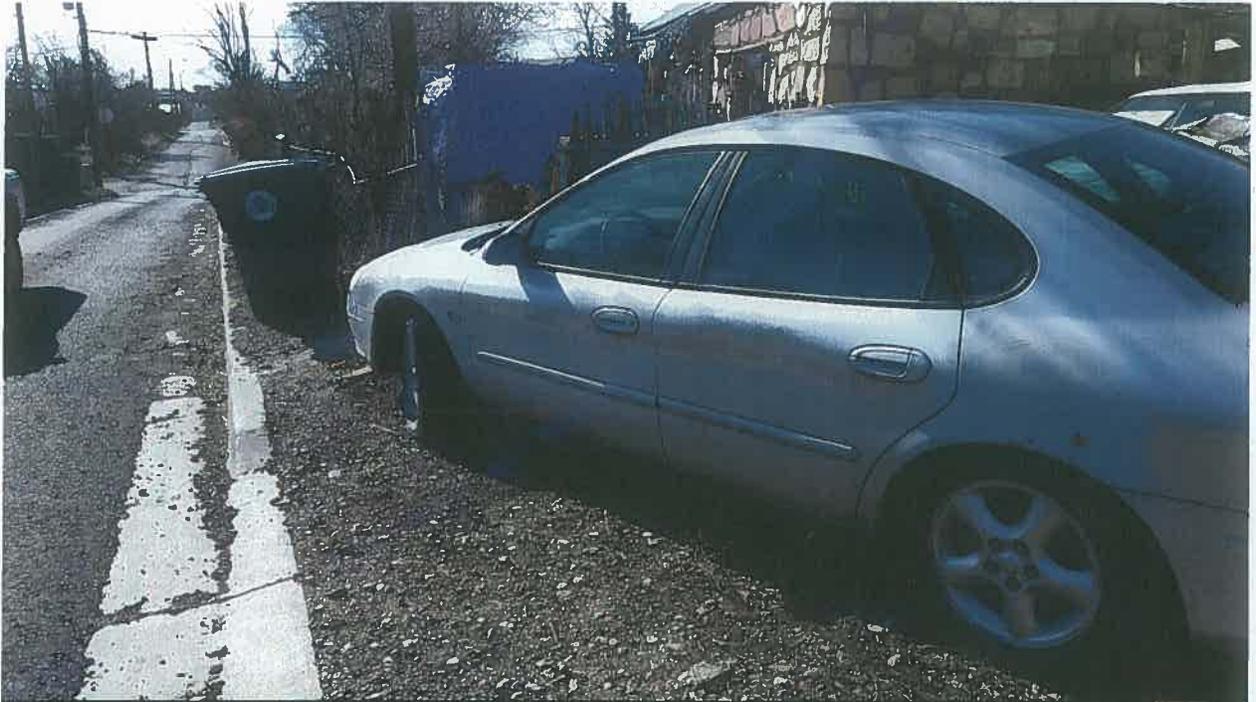
Enforcement Service Specialist

2-22-17

Date









Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/28/2017

DEPT: City Clerk

MEETING DATE: 5/10/2017

DISCUSSION ITEM/TOPIC: Change of Floor Plan/Expansion of Liquor Licensed Premises Application.

BACKGROUND/RATIONALE: El Rialto/ Borracho's is requesting a Change of Floor Plan/Expansion of Liquor Licensed Premises for 141-139 Bridge Street. The license holder intends to create sidewalk seating outside of the establishment.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



New Mexico Regulation and Licensing Department

ALCOHOL AND GAMING DIVISION

PO Box 25101 • Santa Fe, NM 87504-5101 (505) 476-4875 • Fax (505) 476-4595

CHANGE OF FLOOR PLAN / EXPANSION OF LIQUOR LICENSED PREMISES APPLICATION

NMAC 15.10.32.13 – \$75.00 Fee, all fees are non-refundable

Application to Change or Expand the licensed premises shall be submitted with the Application Fee and the following Required Documentation: 1) a copy of your existing Approved Floor Plan and 2) a Proposed Detailed Floor Plan, on an 8 1/2 x 11" sheet, that includes the existing approved premises and any proposed change or expansion – Label all areas and include all entrances, exits, walls or enclosures as well as dimensions for any expansion. For Expansions Only, also include Proof of Tenancy and Photos of expansion.

A Licensee may not change or expand the licensed premises without prior written approval of the Director. If the change or expansion of the licensed premises is twenty-five (25%) or more of the total existing square footage of the licensed premises, the Director may require the licensee to file an application for a Transfer of Location. The Licensee cannot make any changes or expand the premises until approval has been granted for this request. A before and after site inspection may be scheduled.

Liquor License No.: 0057 Phone No.: 505 454 0037 Fax No.: N/A

Business Name (DBA) El Rialto/Borracho's Owner Name: Rafael Garcia

License Location: 141-139 Bridge Street

Mailing Address: 141 Bridge Street

Licensee Email: rialtoliza@gmail.com

Square Footage: Current 25 x 40 Adding/Changing: 24.6 x 3.9 Total: (add both) 1,209.10

Reason for Request: addition of small patio at 139 address

Will the Proposed Expansion bring the licensed premises within 300 feet of a church or school? NO

Has there been any change in the Ownership or Operation of the Licensee? NO

If so, explain: _____

I (print name) Rafael Garcia, Licensee for Liquor License No. 0057 hereby attest that the requested change meets the definition of "licensed premises" in NMSA 1978 §60-3A-3 (O), which states in part "licensed premises" means the contiguous areas or areas connected by indoor passageways of a structure and the outside dining, recreation and lounge areas of the structure... that are under the direct control of the licensee..."

Must sign in the presence of a Notary Public:

Submitted by: (print name) Rafael Garcia - Rafael Garcia

Signature: Rafael Garcia Title: OWNER Date: 4/19/17

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of San Miguel)
SUBSCRIBED AND SWORN TO before me this 19th day of April
By: Ralph Garcia Notary Public: Diana E. Sena My Commission Expires: 9.24.18

REQUIRED FOR EXPANSIONS ONLY | LOCAL OPTION DISTRICT REVIEW

Local Governing Body of: _____ Village, County, City Check one: Approved Disapproved

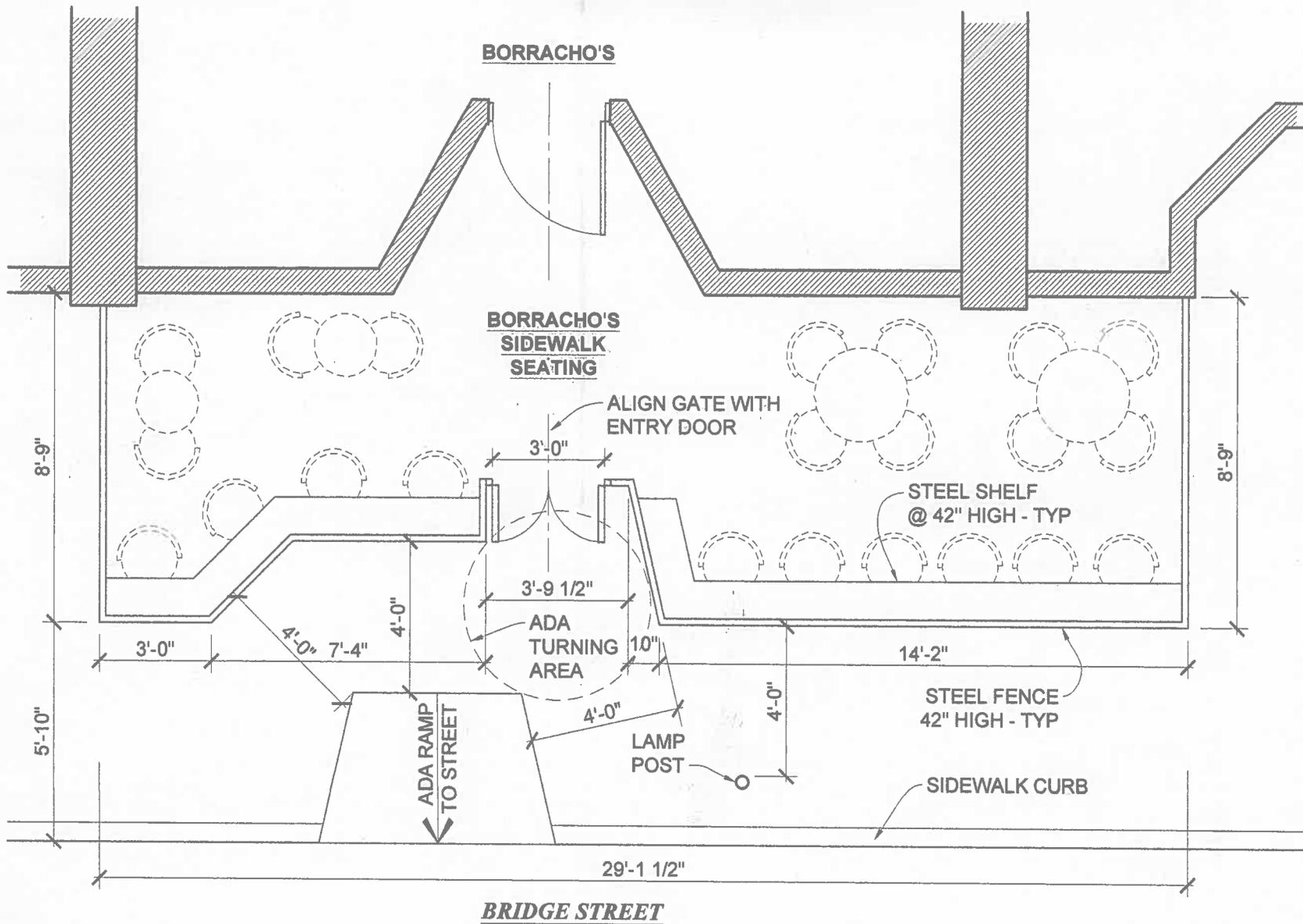
Signature and Title of Village/County/City Official: _____

AGD USE ONLY: Payment| Application Fee \$ _____ Received on: _____ Receipt No. _____

Processed by: _____ Approved Disapproved, _____

Decision by Director, if required: Approved Disapproved, _____

Signed by Director: _____ Date: _____



A1

SIDEWALK PLAN

SCALE: 1/4" = 1'-0"



Jonathan Whitten + Associates
 1017 Seventh Street
 Las Vegas, New Mexico
 t. 505.795.8376
 jwhitten98@msn.com

Borracho's Sidewalk Seating
 139 Bridge Street
 Las Vegas, New Mexico

SIDEWALK PLAN

Project No: 1618
 Date: 11.18.16

S1

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

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

December 13, 2016

Sara Mathews
Borracho's
139 Bridge St.
Las Vegas, NM 87701

COPY

Sent 12/14/16

Dear Sara,

The City of Las Vegas appreciates your patience and diligence in collaborating with the City of Las Vegas, Community Development Department for your application for patio fencing in front of your establishment known as "Borracho's Sidewalk Seating". The historical significance of the area is a high priority and we appreciate your support during this process including the Design Review Board.

We have met with your representative Jonathan Whitten and Associates and have outlined the following requirements for approval. The square tubing fencing on the proposed site will be no longer than forty-two inches (42") in height to the top. Please ensure that your Contractor follows all specifications and setbacks to allow for proper pedestrian and A.D.A. compliance during installation. The fencing shall be anchored to the sidewalk and not the building itself.

Please utilize only techniques and materials which have been demonstrated to be appropriate to the fabric of this historical building which has been discussed with your design contractor. The historic character of a property shall be retained and preserved. Your representative, Jonathan Whitten and Associates is familiar with these guidelines and a copy of historical guidelines is on the City Website at www.lasvegasnm.gov.

The integrity and view of the building behind the fencing shall not be obstructed and shall be avoided. Please record the work that is completed to be made available for others in the future so that any interventions or repair do not compromise the sustainability of future management or maintenance of this historic property.

Beginning of the project (BOP) cannot start until all necessary permits have been approved, signed, and finalized and all approvals have been received from the Alcohol and Gaming Division and the City of Las Vegas, Community Development Department. If you have any questions or concerns, please do not hesitate to call me at 505-454-1401. Thank you.

Sincerely,
Annette Velarde
Annette Velarde,
Community Development Director

Cc: Richard Trujillo, City Manager, Ralph Garcia, El Rialto, Jonathan Whitten & Assoc.

RECEIVED
OCT 04 2016
mdp 420pm

APPLICATION FOR CERTIFICATE OF APPROVAL
ORDINANCE NUMBER 05-01

A. GENERAL INFORMATION:

1. NAME OF APPLICANT:

Juan Mathans (co. Ralph Garcia)

MAILING ADDRESS:

139 Bridge Street

CITY: Las Vegas

STATE: NM

ZIP: 87701

PHONE NUMBER:

505-615-3561

2. NAME OF STRUCTURE, PROPERTY / SITE:

Bonachis

ADDRESS:

139 Bridge Street, Las Vegas, NM, 87701

3. IS THE STRUCTURE, PROPERTY, OR SITE RECOGNIZED IN THE FOLLOWING:

NATIONAL REGISTER OF HISTORIC PLACES

STATE REGISTER OF HISTORIC PLACES

LOCAL REGISTER OF HISTORIC DISTRICT / LANDMARK

4. OWNER OR LESSEE OR PROPERTY:

ADDRESS:

18 prairie Hill Rd, Las Vegas, NM, 87701

PHONE NUMBER:

505 615 3561

5. CONTRACTOR:

Rocky Road gravel products

ADDRESS:

County Road A6 (P.O. Box 1405)

CITY: Las Vegas

STATE NM

ZIP 87701

PHONE NUMBER:

505 425 6051

B. PROJECT INFORMATION:

1. WHAT IS THE CURRENT ZONE OF THIS PROPERTY?

CH CZ

2. STATEMENT OF PRESENT CONDITION REQUIRING MODIFICATION.

FENCE REQUIRED FOR SIDEWALK DINING / BAR AREA

3. WILL INTERIOR BE SUBJECT TO PUBLIC VIEW? YES NO NA

PLEASE CHECK ALL APPROPRIATE PROJECT ACTIVITIES PROPOSED.

DEMOLITION / STRUCTUAL NEW CONSTRUCTION

EXTERIOR REPAIRS

ROOF REPAIR WINDOW REPLACEMENT LIGHTING FAÇADE ALTERATIONS DOOR REPAIR GLAZING SITE ALTERATION OTHER: PLEASE EXPLAIN: BRICK REPAIR SIGNAGE SIDEWALK REPAIR SIDEWALK FENCE

4. LIST PROPOSED WORK TO BE DONE SPECIFYING TYPES OF MATERIALS USED.

CONSTRUCTION OF STEEL SIDEWALK FENCE TO DEFINE DINING / BAR AREA

5. DESCRIBED THE PROCESS AND PERSONNEL NEEDED TO ACCOMPLISH PROPOSED OBJECTIVES.

FENCE CONSTRUCTED OFF SITE

6. HAVE YOU APPLIED FOR A BUILDING PERMIT? YES NO (IF APPROVED PERMITS MUST BE OBTAIN FROM CODE ENFORCEMENT OFFICE)

7. INDICATE THE DEGREE OF RESIDENTIAL / COMMERCIAL / INDUSTRIAL ACTIVITY:

ACTIVE MODERATELY ACTIVE DECLINING

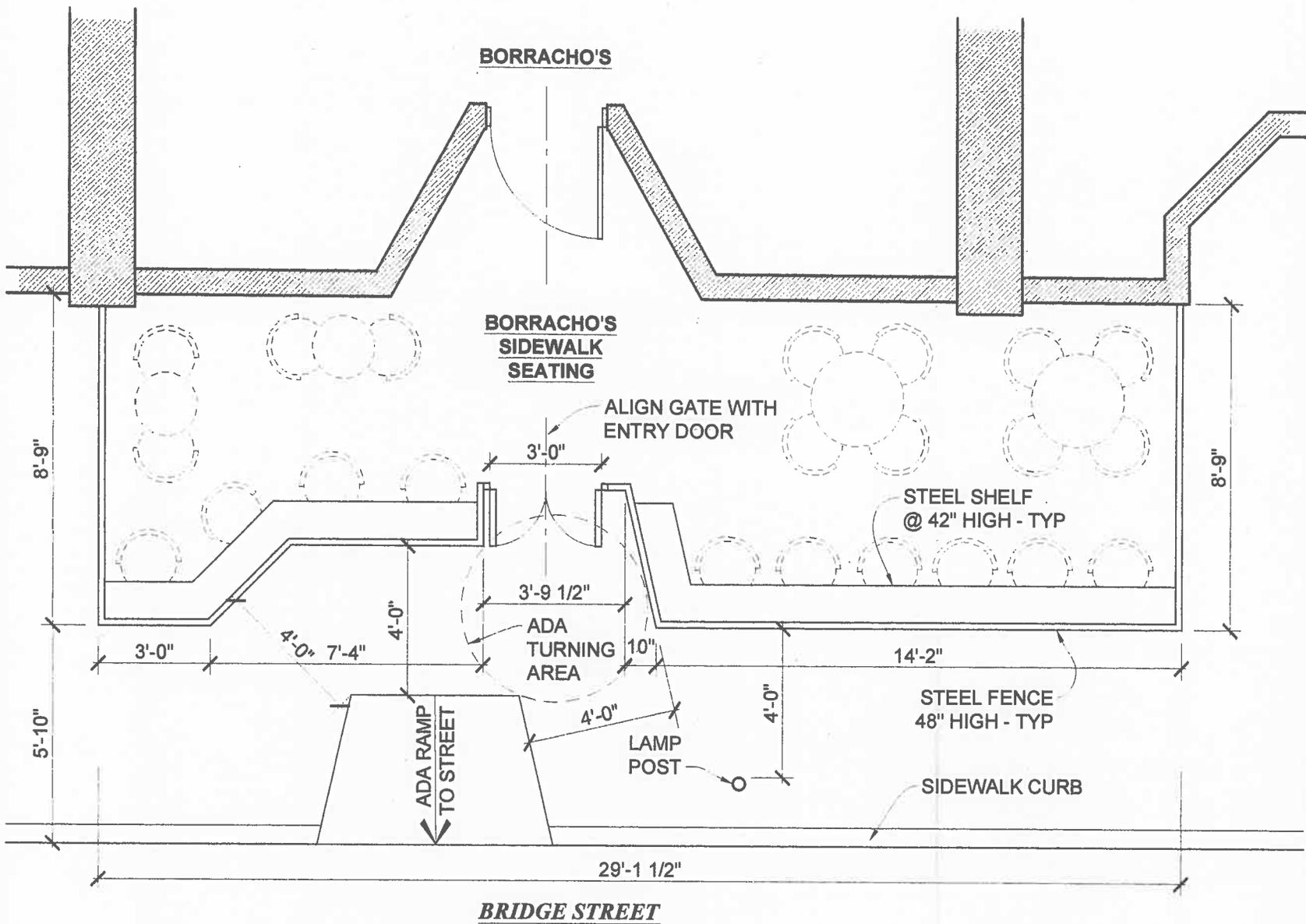
8. CHARACTERIZE THE ENVIRONMENT OF THE PROJECT AREA BY DESCRIBING THE FOLLOWING CONDITIONS:

GOOD REPAIR DISREPAIR DETERIORATED

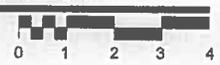
9. ATTACH PHOTOGRAPHS AND DRAWING OR PLANS SHOWING PROPOSED CHANGES. (THESE DOCUMENTS WILL BE RETAINED FOR RECORDS)

Ralph Haim 10/4/16
APPLICANT'S SIGNATURE DATE

Ralph Haim 10/4/16
OWNER SIGNATURE DATE



A1 **SIDEWALK PLAN**
 SCALE: 1/4" = 1'-0"

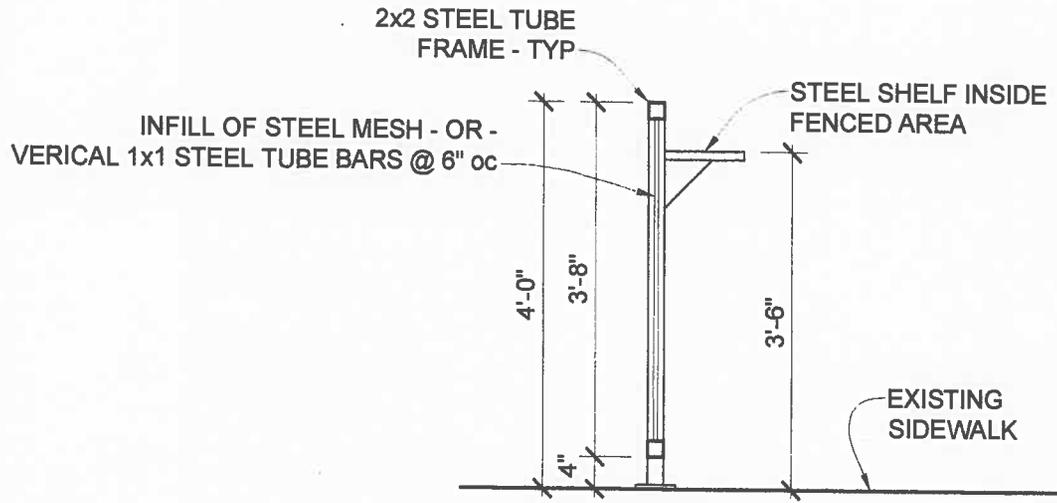


Jonathan Whitten + Associates
 1017 Seventh Street
 Las Vegas, New Mexico
 t. 505.795.8376
 jwhitten98@msn.com

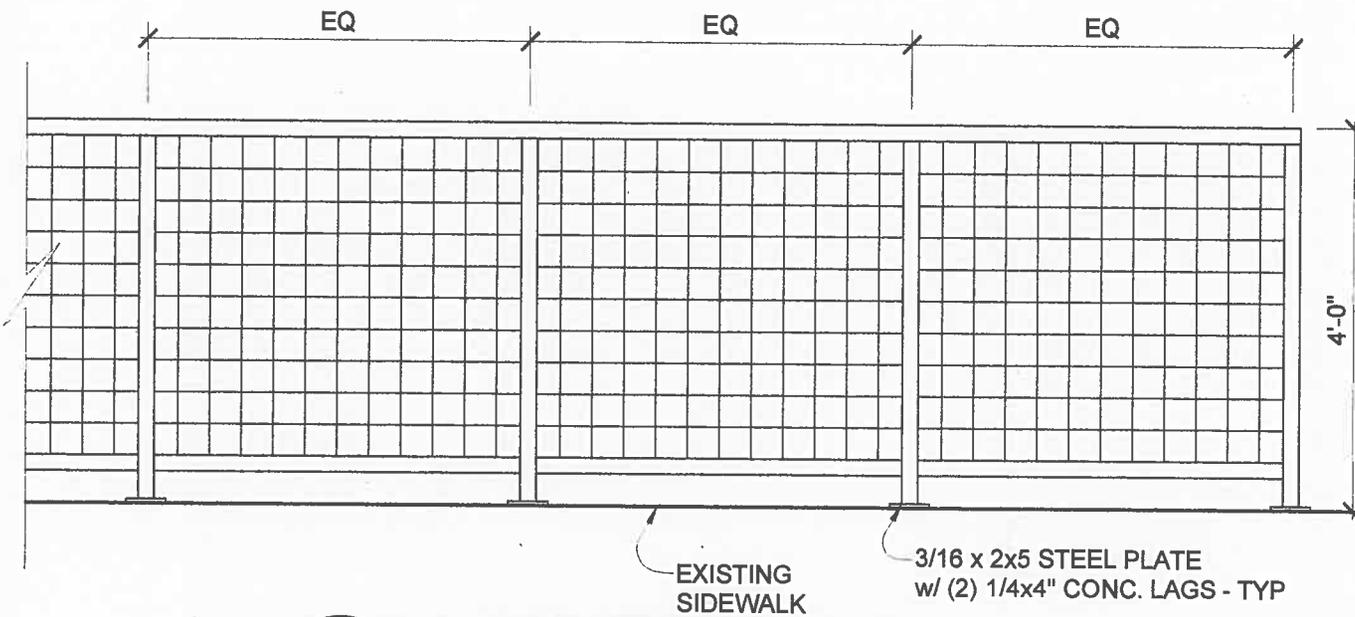
Borracho's Sidewalk Seating
 139 Bridge Street
 Las Vegas, New Mexico
SIDEWALK PLAN

Project No: 1818
 Date: 10.1.16

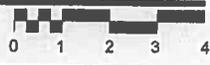
S1



FENCE SECTION



A1 FENCE ELEVATION
SCALE: 1/4" = 1'-0"



Jonathan Whitten + Associates
1017 Seventh Street
Las Vegas, New Mexico
t. 505.795.8376
jwhitten98@msn.com

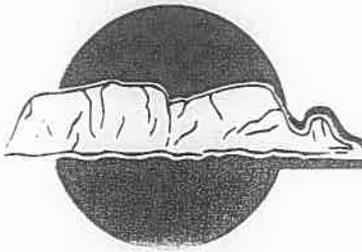
Borracho's Sidewalk Seating
139 Bridge Street
Las Vegas, New Mexico

FENCE DETAILS

Project No: 1816

Date: 10.1.16

S2



CITY OF LAS VEGAS

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

MAYOR TONITA GURULE-GIRON

October 7, 2016

Sara Mathews
139 Bridge Street
Las Vegas, NM 87701

Dear Ms. Mathews:

This letter is to formally provide notice that the City of Las Vegas Design Review Board will conduct a Public Meeting on **Monday, October 17, 2016, at 4:00 p.m.**, at the City Council Chambers located at 1700 North Grand Avenue, Las Vegas, New Mexico. Your application to Construct a fenced in patio for property located at 139 Bridge Street will be heard at this time.

In all cases dealing with property issues, anyone wishing to speak for or against an issue will be sworn in. City staff will present the item to the Design Review Board. The Chairman will open the meeting for public input, and you or anyone who wishes to speak for or against the issue may address the Board.

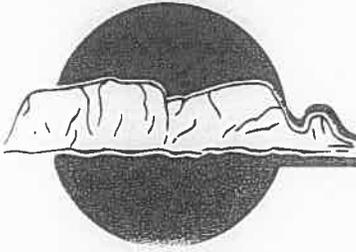
It is required that you or a representative be present at the meeting to answer any questions the Board may have on your request. Failure to be present may result on your request being heard at a future meeting. City staff also encourages you to speak on your behalf when provided the opportunity to do so. If you choose, you may bring in other parties in support of your request.

If you have any questions, please feel free to contact me at (505) 426-3279 or via email at: mariaperea@ci.las-vegas.nm.us

Sincerely,

Maria D. Perea
CADD Technician

xc: Annette Velarde, Community Development Director
File



CITY OF LAS VEGAS

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

MAYOR TONITA GURULE-GIRON

October 7, 2016

Ralph Garcia
141 Bridge Street
Las Vegas, NM 87701

Dear Mr. Garcia:

This letter is to formally provide notice that the City of Las Vegas Design Review Board will conduct a Public Meeting on **Monday, October 17, 2016, at 4:00 p.m.**, at the City Council Chambers located at 1700 North Grand Avenue, Las Vegas, New Mexico. Your application to Construct a fenced in patio for property located at 139 Bridge Street will be heard at this time.

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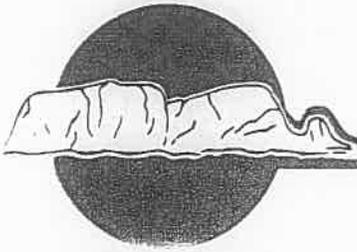
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If you have any questions, please feel free to contact me at (505) 426-3279 or via email at: mariaperea@ci.las-vegas.nm.us

Sincerely,

Maria D. Perea
CADD Technician

xc: Annette Velarde, Community Development Director
File



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

MAYOR TONITA GURULE-GIRON

October 7, 2016

Jonathan Whitten & Associates
1017 Seventh Street
Las Vegas, NM 87701

Dear Mr. Whitten:

This letter is to formally provide notice that the City of Las Vegas Design Review Board will conduct a Public Meeting on **Monday, October 17, 2016, at 4:00 p.m.**, at the City Council Chambers located at 1700 North Grand Avenue, Las Vegas, New Mexico. Your application to Construct a fenced in patio for property located at 139 Bridge Street will be heard at this time.

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Sincerely,

Maria D. Perea
CADD Technician

xc: Annette Velarde, Community Development Director
File

DAVID ULIBARRI JR.
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

BARBARA CASEY
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4



**Area where Proposed
Patio is to be located**

© 2016 Google

© 2016 Google

Google Earth

MINUTES

DESIGN REVIEW BOARD MEETING
MONDAY, OCTOBER 17, 2016 @ 4:00PM
CITY OF LAS VEGAS COUNCIL CHAMBERS
1700 NORTH GRAND AVENUE, LAS VEGAS, NM

MEMBERS PRESENT:

Bob Mishler (Chairman)
Renee Garcia
Harold Garcia
Rick Rubio
Roland Medrano
Raymond Tafoya

MEMBERS ABSENT:

CITY STAFF PRESENT:

Annette Velarde, Community Development Director
Fran Solano, Zoning/Licensing Coordinator
Ben Maynes, Building Inspector

CALL TO ORDER:

The Meeting was called to order by Harold Garcia and 2nd by Roland Medrano 4:10 pm.

APPROVAL OF AGENDA:

Motion made by Mr. Bob Mishler to approve the Agenda October 17, 2016, Rick Rubio -Yes and Harold Garcia 2nd.

Harold Garcia wants to follow dates on agenda for November and December.

Rick Rubio asked if anyone wants to appoint anyone for chairman and have election today. Mr. Bob Mishler asked if board wants to include in today's agenda. Rick Rubio - yes and Harold Garcia 2nd.

Annette Velarde, " I understand Mr. Garcia would like to nomination someone."

- Harold Garcia nominated Mr. Rubio.
- Mr. Rubio nominated Mr. Mishler.

Mr. Medrano made notion to move forward with election of chairman. Harold Garcia 2nd notion.

Annette took votes:

- Mr. Tafoya voted for Mr. Mishler
- Harold Garcia voted for Mr. Rubio
- Renee Garcia voted for Mr. Mishler
- Mr. Medrano voted for Mr. Mishler
- Mr. Rubio voted for Mr. Mishler

Mr. Bob Mishler is Chairman.

Harold Garcia nominated Mr. Roland Medrano for Vice Chair.

- Tafoya approved.
- Roland Medrano approved
- Renee Garcia approved
- Rick Rubio approved
- Harold Garcia approved

Roll Call:	Bob Mishler	Harold Garcia - Yes
	Rick Rubio - Yes	Roland Medrano - Yes
	Renee Garcia -Yes	Raymond Tafoya- Yes

Motion carried

Annette Velarde stated staff at the City of Las Vegas will be accepting applications and reviewing them through all Planning, Zoning, and Legal, Ordinances, Regulations and researching rules. Staff will make recommendations and submit a Deny or Accept to DRB resulting from their research.

Harold Garcia asked what if we don't go with staff's recommendation. What will happen next?

Annette stated it will have to go through the next process of appeal.

✓ Harold Garcia stated that construction industries will not submit with any questions or if a project is not correct. Why are applicants even submitted to us if there is a question?

Annette answered; the staff will review and go through the Historic and Design guidelines and ordinances to make sure they are all followed. The Board will be the Checks/Balances on applicant and project.

Ben Maynes said we help with guidelines and review ordinances. We (the staff), want help you so no legal issues will come up.

Bob asked, "Any more introductions?"

Annette states, we are meditated to bring it to Board, but we are doing leg work for board.

Medrano said, "As long as we keep it in Historical guideline."

Annette announced, training on November 12, 2016, a daylong training on Roles, Liability, Procurement, Procedures, etc. Annette thinks from 9:00 a.m. to 5:00 p.m.

APPROVAL OF MINUTES:

September 19, 2016

At the request of Chairman Bob Mishler, each set of minutes was reviewed individually. After review of all sets of minutes, a motion was made by Mr. Rick Rubio to approve minutes with corrections noted, 2nd by Mr. Roland Medrano.

Roll Call:	Bob Mishler	Harold Garcia - Yes
	Rick Rubio - Yes	Roland Medrano - Yes
	Renee Garcia -Yes	Raymond Tafoya- Yes

Motion carried.

NEW BUSINESS:

Chairman Bob Mishler requested that all who were going to testify (speak) either for or against the issues presented on the Agenda for October 17, 2016 to stand and be sworn in. All were sworn in.

1. An Application for Certificate of Approval to construct a fenced patio in front of 139 Bridge Street, Las Vegas, NM 87701, for the purpose of having an outdoor dining/bar area for Borracho's Craft Booze and Brews. ✓

Motion made by Mr. Rick Rubio to place the application on the table, 2nd by Mr. Raymond Tafoya.

- 1.1 Item(s) of concern for the Board/remarks: Discussed by board in order to allow members of the community to offer input at the beginning of the meeting.

Annette Velarde introduced, Sara Matthews, the Application for Certificate of Approval that she submitted. Sara Matthews explained it will be a removable fence for film purposes. Sara also explained there is a handicap ramp in front of business and a post that fence would have to work around. She mentioned that Ben Maynes from The City of Las Vegas looked at the space and design. Sara introduced Mr. Jonathon Witten, he designed the plans. Sarah explained the measurements and height of fence.

Annette Velarde stated, the fence is not in guidelines with the Historical Districts Design guidelines, but could be approved if modified.

Ben Maynes said he worked with Sara on space and circulation of space but he didn't have input in design. This is the first time he sees design plans. Ben says there has to be a 4 foot right away, path and ramp accessible.

Rubio says Ralph Garcia is owner and Rubio is concerned about liability. Ralph Garcia should have impute and be present.

Sara said that insurance is on her name and so is the business license. She also states Ralph Garcias signature is on the documents submitted for the fence.

Annette Velarde stated that Mr. Garcia was invited to attend and that Sara will also have to get Alcohol Gaming approval and the owner's approval.

Bob Mishler asked Annette to please explain her recommendations.

Annette said we have to go with Historical Districts design guidelines, with height, rod iron, similar to Plaza and OLD JC's Pizza. (Shown in pictures).

Sara explained that she wanted it like the old JC's but with the handicap ramp there is no room for tables, just for stools and counter top. She stated she has no problem changing her fence to compliance.

Annette asked if she has gotten approval from Alcohol and Gaming.

Sara stated that she has not, she need to get this plan approved first.

Annette also stated that the new JC'S fence issue is being researched and getting looked to be corrected by staff and city attorney.

Sara said she wanted the height to be higher than 42" as a bar counter.

Rubio stated we have to go with the Historic Districts Design Guidelines, rod iron and look and height.

Annette stated again that she thinks the height should go with Alcohol and Gaming and Historic guidelines 36".

Harold said, "I see Sara's point. It makes sense why she wants stools and a bar counter with a bigger fence.

Sara also stated she would have 1 table for people with disabilities.

Harold stated, he doesn't want to make this people (Sara) hold on her plans. "Can we come to an agreement today?"

Bob said we have approval, disapproval and continues?

Annette said we are setting ourselves for slippery slope on heights for any future businesses that might come up on future plans (like this one.)

Rubio agreed we have to comply with Historic guidelines. Rubio state if we make decision today for this one we have to do the same for everyone else.

Harold makes recommendation to applicant. He handed her a sketch drawing.

Sara looked for sketch plan Harold gave her for review and suggestion.

Ben said one of our biggest concerns is the rod iron. 1" fence recommended with 2" corners.

Annette said, I know verbal is good but we need photos/paper form of plans and material before approval because of other projects that were rushed and approved and are wrong.

Rubio stated we need blue prints.

Harold said, "There are blue prints."

Sara please vote with current plans as is. I will bring it next month with new plans.

Harold: "Approve on approved changes discussed-congregate to changes understanding of changes to Mr. Maynes approval. I want it to go through today and get approved."

- 1.1 steal
- 6" flower pots
- 36" fence
- 1" rod iron
- Removable fence

Annette asked is there a guide for the flower pots?

Rubio said made out of metal with wood inside to have the plants grow.

Motion 2nd by Roland Medrano for approval.

Rubio – 2 months to get project going.
No one agreed.

Motion made by Mr. Harold Garcia to "Approve on approved changes discussed-
congregate to changes understanding of changes to Mr. Maynes approval. I want it to
go through today and get approved."

- 1.1 steal
- 6" flower pots
- 36" fence
- 1" rod iron
- Removable fence

Of a fence at 139 Bridge Street; 2nd by Mr. Rick Rubio.

Roll Call: Mack Crow - Yes Mike Fields - Yes
 Rick Rubio - Yes Roland Medrano - Yes
 Troy Denison - Yes

Motion carried.

STAFF REPORT:

None

OTHER BUSINESS:

None

ADJOURNMENT:

Motion made by Mr. Rick Rubio to adjourn, 2nd by Mr. Harold Garcia.

Roll Call: Mack Crow - Yes Renee Garcia - Yes
 Rick Rubio - Yes Roland Medrano - Yes
 Harold Garcia - Yes

Motion carried.

Meeting adjourned at 5:30pm

Bob Mishler (Chairperson)

Date

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/28/17

DEPT: Utilities Dept.

MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Rejection of bids received for RFP #2017-21 for the Waste Water Aeration Piping Upgrades.

BACKGROUND/RATIONALE: The City of Las Vegas Utilities department went out for sealed bids for the Waste Water Aeration Piping upgrades. Utilities recommendation is to reject all bids due to the bids exceeding the engineers estimate and above the budget amount for Waste Water.

Advertised: February 22, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website
Bid Opening: March 22, 2017
Number of Bidders: 2 – Hays Plumbing, Desert Utility & Paving (*see attached bid tabulation*)
Funding Source: City Funding
Budget Line Item: 613-0000-650-7407

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Aeration Basin Piping
PROJECT NUMBER: UT-WW-API-2016
PROJECT MANAGER: Benito Lujan

ENGINEER: Molzen Corbin
CONTRACT NUMBER: 2673-13

PROJECT DESCRIPTION: Installation of Piping between Aeration Basin and Digesters to split the existing air produced between basin and digester.

TIMELINE: July 17 to Sep 17

ACTION: Reject all Bids

Planned FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date	Est. BAL to Expend in '17/18
City \$250,000	Design \$15,000	Design \$ 15,000	Design \$ 0
State	Consultant Services \$ 15,000	Egr Services \$ 0.00	Egr Services \$ 15,000
Federal	Construction \$ 250,000	Const \$ 0.00	Construction \$ 250,000
Total Funds \$250,000	Total \$ 280,000	Total \$ 15,000	Total w/GRT \$ 265,000

BUDGETED AMOUNT: \$250,000

LINE ITEM NUMBER: 613-0000-650-8090

ACTION	DESCRIPTION	DATE
Funding Source	CITY	
Loan/Grant/City	City \$250,000 Grant \$ 0 Loan \$ 0 Total \$250,000	FY 17/18 Budget
Authorized Resolution		NA
RFP	101-18	2013
Engineering Services Agreement	Contract#2673-13	2013
Engineering Estimate	Total Engineer's Estimate \$ 276,951.27	2016
Bid Document Review	Bid #2017-21	Feb 8 17
Advertisement	ABQ, LV, Website	Feb 22 17
Bid Opening	LV Council Chambers	Mar 22 17
Bid Tabulation	Contractor <u>Hays</u> Amount <u>\$322,308.41</u> Contractor <u>Desert Utility and Paving</u> Amount <u>\$350,768.81</u>	Apr 24 17
Construction Estimate	Contractor Share \$ <u>\$322,308.41</u> (Including NMGR) City Share \$ <u>0</u>	
Engineer's Recommendation	Hays – Low Bidder	Apr 24 17
Staff Recommendation	Reject all bids	Apr 26 17
Committee Recommendation	Schedule for next UAC meeting	May 9 17
Council Approval	Scheduled for Work Session and Regular Session	May 17 17
Notice To Proceed		TBD

MOLZENCORBIN

March 27, 2017

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

**RE: Information for Consideration of Award
WWTP Aeration Piping Modifications**

LVG137-22

Dear Mr. Cordova:

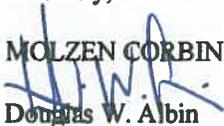
The City of Las Vegas received two (2) Bids on March 22, 2017 for the WWTP Aeration Piping Modifications. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary. The apparent Low Bidder was Hay's Plumbing & Heating, Inc. in the amount of \$297,344.00, excluding NMGRT.

- Hay's Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF098, GA01, GF09, E101 and ES02, with License No. 8243.
- The Surety for the Bid Bond is Western Surety NAIC #13188. As required, the Surety is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$131,504,000.00.
- Hay's Plumbing & Heating, Inc. and all subcontractors are registered with the New Mexico Department of Workforce Solutions. Hay's Plumbing & Heating, Inc. submitted all required Bid Forms.

The second low bidder was Desert Utility & Paving, LLC. They were deemed non-responsive because their original bid read at the Bid Opening did not have an amount on Bid Item #11 and they did not have a Total Bid Amount on their bid. We understand that the Owner reserves the right to award or reject any bid, as well as waive any technical irregularities in the bids. Should the City decide to award the project to Hay's Plumbing & Heating, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me at (505) 242-5700, if you have any questions or need additional information.

Sincerely,


MOLZEN CORBIN

Douglas W. Albin

DWA:ptm
Enclosures

cc: Ms. Maria Gilvarry, City of Las Vegas
Mr. Clayton Ten Eyck, P.E. Molzen Corbin
Ms. Scout Mendenhall, Molzen Corbin

BID EVALUATION SUMMARY

BID DATE: March 22, 2017

ENGINEER: Molzen-Corbin & Associates

OWNER:

City of Las Vegas

PROJECT:

WWTP AERATION PIPING MODIFICATIONS

	HAYS PLUMBING & HEATING, INC	DESERT UTILITY & PAVING, LLC
Bid Signed?	Yes	Yes
Addenda #1 acknowledged?	Yes	Yes
Bid bond provided?	Yes	Yes
Contractor's License No noted in Bid	8243	372905
NMDWFS Registration No.	002369720111209	2394120120203
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GA01, GF09, E101, ES02	GA98, GB98, GF98, EE98
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes
Subcontractor listed in Bid	The Electric Horseman, Inc.	The Electric Horseman, Inc.
Are subcontractors registered with NMDWFS	Yes	Yes
Verification of Bid Bond	Western Surety Company NAIC# 13188 with the bonding capacity of \$131,504,000.00	Philadelphia Indemnity Insurance Company NAIC# 18058 with the bonding limitation of \$204,752,000.00
Campaign Contribution Disclosure Form	Yes	Yes
Base Bid exclusive of NMGRT	\$297,344.00	Did not fill in all spaces, deemed non-responsive
Resident Contractor- 5%	Yes	Yes
Resident Veteran Contractor	No	No
Amount with Preferences	\$282,476.80	
Bid Amount Correct?		

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

BID FORM

PROJECT IDENTIFICATION: WWTP Aeration Piping Upgrades

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Table with 2 columns: Addendum No., Addendum Date. Three rows of blank lines for entry.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	10-inch air piping, including galvanized steel pipe, pipe spools, and fittings, complete in place	LF	280	\$	\$
2	Insertion type flow sensor, flow conditioning plate, and transmitter, complete in place	LS	1	\$	\$
3	6" V-Port control ball valve with electric actuator and controller, complete in place	LS	1	\$	\$
4	Roll type pipe supports with concrete base, complete in place	EA	18	\$	\$
5	Roll type pipe supports anchored to oxidation ditch wall, complete in place	EA	3	\$	\$
6	10" Pipe Expansion Joint with control rods, including installation, complete in place	EA	4	\$	\$
7	Connection to Aeration Basin Air Supply Line, as shown in Detail 1, complete in place	LS	1	\$	\$
8	Connection to Digester Air Supply Line, as shown in Detail 2, complete in place	LS	1	\$	\$
9	Existing DO assembly demolition	LS	1	\$	\$
10	New dissolved oxygen sensor assemblies, including analyzers, controllers, and enclosures, complete in place	EA	6	\$	\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
11	Electrical work, including power supply, controls and system integration	LS	1	\$	\$
12	Testing Laboratory Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00
13	Mobilization, Insurance, and Bonds	LOT	1	\$ 6,000.00	\$ 6,000.00
14	Demobilization and Submittal of all Closeout Documents	LOT	1	\$ 2,000.00	\$ 2,000.00

TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of comparing bids, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.

3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10 (if seeking preference)
 - E. City of Las Vegas Standard Bid Clauses
 - F. Bidder Information
 - G. Campaign Contribution Disclosure Form

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

9.02 Contractor License Information:

New Mexico Contractor's License Number _____

License Classifications _____

New Mexico Department of Workforce Solutions Registration Number _____

Federal Identification Number (FEIN #) _____

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? _____

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? _____

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before March 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for April, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: _____

NEW MEXICO CONTRACTORS LICENSE NO. _____

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I, _____, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Signature

Date

Title (Position)

BID BOND

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER:

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date:
Description: WWTP Aeration Piping Modifications

BOND

Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____

(Words)

\$

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

_____ Date: _____

Duplicate, complete, and submit additional sheets as required.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m. March 9, 2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

WWTP AERATION PIPING MODIFICATIONS

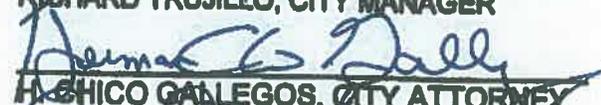
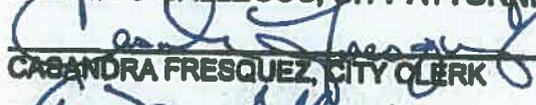
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: WWTP Aeration Piping Modifications Opening No. 2017-21 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,


RICHARD TRUJILLO, CITY MANAGER

H. CHICO GALLEGOS, CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-21

Date Issued: Feb 8, 2017

Date Issued: Published:

Las Vegas Optic Feb 15, 2017
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): WWTP AERATION PIPING MODIFICATIONS

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF)

COUNTY OF)

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

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

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before March 9, 2017 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2017. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:
SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): WWTP AERATION PIPING MODIFICATIONS

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

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

DATE: 22-Mar-2017

OPENING NO.: 2017-21

TIME: 2:00 PM

DEPARTMENT: WASTE WATER

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

ITEM(S): WWTP AERATION PIPING MODIFICATIONS

RECEIVED FROM:	AMOUNT	subcontractors	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Randy W</u>					
2 <u>Desert Utility & Paving</u>	<u>no total</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3 <u>May Plumbing & Heating Inc</u>	<u>297,344.00</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

COMPANY REPRESENTATIVE

COMPANY NAME

<u>Johnnie Muel</u>	<u>City of LV</u>
<u>DOUGLAS W. ALBIN</u>	<u>MOLZEN-CARRIN</u>
<u>[Signature]</u>	<u>CLV Purchasing</u>
<u>[Signature]</u>	<u>CLV Project Management</u>
<u>[Signature]</u>	<u>CLV Purchasing/Amendments</u>
<u>[Signature]</u>	<u>HARS P/H</u>
<u>[Signature]</u>	<u>Desert Utility</u>
<u>[Signature]</u>	<u>City of LV</u>

(use other side of form when full)

SIGNATURES TAKEN BY CITY CLERK:

[Signature]
DATE: 3-23-17

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 3/22/17

SIGNATURES TAKEN BY DEPT:

[Signature] UTILITIES P/M
DATE: 3/23/17

Hays Plumbing

BID FORM

PROJECT IDENTIFICATION: WWTP Aeration Piping Upgrades

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Table with 2 columns: Addendum No. and Addendum Date. Row 1: No. 1, March 15, 2017.

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	10-inch air piping, including galvanized steel pipe, pipe spools, and fittings, complete in place	LF	280	\$ 178.00	\$ 49,840.00
2	Insertion type flow sensor, flow conditioning plate, and transmitter, complete in place	LS	1	\$ 21,546.00	\$ 21,546.00
3	6" V-Port control ball valve with electric actuator and controller, complete in place	LS	1	\$ 16,000.00	\$ 16,000.00
4	Roll type pipe supports with concrete base, complete in place	EA	18	\$ 2,200.00	\$ 39,600.00
5	Roll type pipe supports anchored to oxidation ditch wall, complete in place	EA	3	\$ 2,000.00	\$ 6,000.00
6	10" Pipe Expansion Joint with control rods, including installation, complete in place	EA	4	\$ 6,675.00	\$ 26,700.00
7	Connection to Aeration Basin Air Supply Line, as shown in Detail 1, complete in place	LS	1	\$ 16,800.00	\$ 16,800.00
8	Connection to Digester Air Supply Line, as shown in Detail 2, complete in place	LS	1	\$ 24,000.00	\$ 24,000.00
9	Existing DO assembly demolition	LS	1	\$ 2,260.00	\$ 2,260.00
10	New dissolved oxygen sensor assemblies, including analyzers, controllers, and enclosures, complete in place	EA	6	\$ 12,083.00	\$ 72,498.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
11	Electrical work, including power supply, controls and system integration	LS	1	\$ 9,100.00	\$ 9,100.00
12	Testing Laboratory Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00
13	Mobilization, Insurance, and Bonds	LOT	1	\$ 6,000.00	\$ 6,000.00
14	Demobilization and Submittal of all Closeout Documents	LOT	1	\$ 2,000.00	\$ 2,000.00

TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 297,344.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of comparing bids, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.

3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P. O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10 (if seeking preference)
 - E. City of Las Vegas Standard Bid Clauses
 - F. Bidder Information
 - G. Campaign Contribution Disclosure form

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

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

State of Incorporation: _____

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

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

Name (typed or printed): Gordon Hays

Title: President
(CORPORATE SEAL)

Attest: 

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 600 Railroad Ave Las Vegas, NM 87701

Phone No. (505) 425-7535 Fax No. (505) 454-0202

E-mail hays_plumbing@hotmail.com

SUBMITTED on March 22, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 8243

License Classifications MM-98, GB-98, GF-98, GA-01, GF-09, E101, ES02

New Mexico Department of Workforce Solutions Registration Number 002369720111209

Federal Identification Number (FEIN #) 85-0168958

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

CITY OF LAS VEGAS
STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before March 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for April, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0168958

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: _____

ADDRESS: 600 Railroad Ave. Las Vegas, New Mexico 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: L0253274432

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

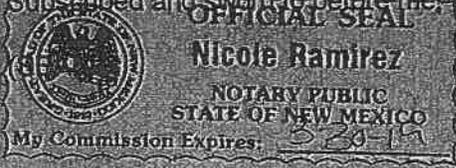
STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 22nd day of March, 2017



Nicole Ramirez
Notary Public Signature
My Commission Expires: 3-30-19

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

N/A

Signature

Date

Title (Position)

-OR-

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

Signature

Date

Title (Position)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

_____ Date: _____

Duplicate, complete, and submit additional sheets as required.

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hays Plumbing & Heating, Inc
PO Box 1420
Las Vegas, NM 87701.

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 S. Wabash Ave., 41st Floor
Chicago, IL 60604

OWNER:

(Name, legal status and address)

City of Las Vegas

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

WWTP Aeration Piping Modifications

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of March, 2017.

(Handwritten signature)
(Witness)

Hays Plumbing & Heating, Inc.

(Principal)

(Seal)

(Handwritten signature: Gordon Hays)

(Title)

Western Surety Company

(Surety)

(Seal)

(Handwritten signature: Sherry L. Quint)

(Title) Sherry L. Quint, Attorney-In-Fact

(Handwritten signature)
(Witness)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

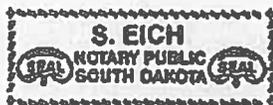
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of March, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BID

VETERANS

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMB AND HEATING INC

DBA: HAYS PLUMB AND HEATING INC
600 RAILROAD AVE
LAS VEGAS, NM 87701-1551

Expires: 9-Jan-2015

Please verify current status of Certificate by contacting Taxation and Revenue Department

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 the Person or Business Named Herein has met the statutory requirements and has been awarded a Resident Business Certificate.

Certificate Number:

L0253274432



Demasla Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Desert
Utility & Paving, LLC



COPY

8201 Golf Course Road NW, Ste D3-295 Albuquerque, NM 87120

Office: 505.344.1096 • Fax: 505.847.3612

Response to:

Request for Bids

WWTP Aeration Piping Modifications
Opening No. 2017-21

For:



CITY OF LAS VEGAS
City Clerk, City Hall
1700 N. Grand Avenue
Las Vegas NM 87701
Ph: (505) 454-1401
Fax: (505) 425-7335

22 March 2017

2:00 P.M. MST

COPY 1

Project Manual
Including Specifications for
The Construction of

CITY OF LAS VEGAS
WWTP AERATION PIPING MODIFICATIONS
Las Vegas, New Mexico 87701
February 2017

OWNER:

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

ENGINEER:

MOLZEN CORBIN
2701 Miles Road, SE
Albuquerque, New Mexico 87106

MOLZENCORBIN

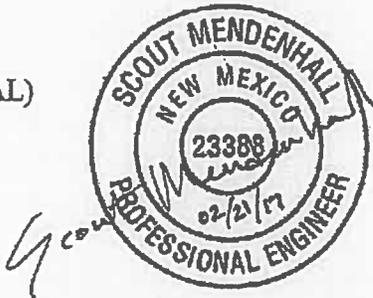
ENGINEERS | ARCHITECTS | PLANNERS

ENGINEER OF RECORD

Molzen Corbin
2701 Miles Road, S.E.
Albuquerque, New Mexico 87106
(505) 242-5700

The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as a Professional Engineer, licensed to practice in the State of New Mexico, is affixed below.

(SEAL)



Scout Mendenhall, P.E.

N.M.P.E. No. 23388

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record, stated above, in writing.

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APPENDIX

Appendix A Geotechnical Information: *Geotechnical Engineering Study Report, 2005,
Las Vegas Waste Water Treatment Facility Additions, Las Vegas, New Mexico.*

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

City of Las Vegas

1700 N. Grand Avenue

Las Vegas, New Mexico 87701

PROJECT NAME: WWTP Aeration Piping Modifications

Separate sealed BIDS for the construction of modifications to the WWTP Aeration Piping, including new 10- and 14-inch galvanized steel air piping, fittings, and pipe supports, mass thermal dispersion type flow meter and modulating valve, replacement of existing dissolved oxygen analyzers, and associated electrical and controls will be received by the City Clerk at the office of the City of Las Vegas City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico 87701 until 2:00 p.m., March 22, 2017, and then publicly opened and read aloud at City Council Chambers.

Pre-Bid Conference. A non-mandatory Pre-Bid Conference meeting will be held on March 8, 2017 at 11:00 a.m. at the WWTP. This will be the only opportunity for the Contractor to have access to the WWTP Site and ask the City staff questions.

The CONTRACT DOCUMENTS may be examined at the following locations:

Molzen Corbin, 2701 Miles Road, SE, Albuquerque, New Mexico 87106

Construction Reporter, 1607 2nd St., Albuquerque, NM 87107

Dodge Data & Analytics, www.construction.com

Copies of the CONTRACT DOCUMENTS may be obtained at the Issuing Office of Molzen Corbin, located at 2701 Miles Road, SE, Albuquerque, New Mexico, upon payment of \$ 100.00 as a deposit for the CONTRACT DOCUMENTS. All checks shall be made payable to the OWNER, as follows: City of Las Vegas. Cash will not be accepted.

This deposit is fully refundable to any PLANHOLDER who returns the CONTRACT DOCUMENTS in good condition within 10 calendar days of the Bid Opening.

TO BE PUBLISHED: February 22, 2017 in the Albuquerque Journal.

TO BE PUBLISHED: February 22, 2017 in the Las Vegas Optic.

REQUEST FOR BIDS

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m. March 22, 2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

WWTP AERATION PIPING MODIFICATIONS

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: WWTP Aeration Piping Modifications, Opening No. 2017-21, on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

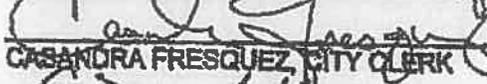
CITY OF LAS VEGAS,



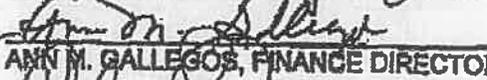
RICHARD TRUJILLO, CITY MANAGER



H. CHICO GALLEGOS, CITY ATTORNEY



CASANDRA FRESQUEZ, CITY CLERK



ANN M. GALLEGOS, FINANCE DIRECTOR



HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-21

Date Issued: Feb 8, 2017

Date Issued: Published:

Las Vegas Optic FEB. 22, 2017
City website: www.lasvegasnm.gov

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 10 days after opening of Bids.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as requested by Owner.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Each Bidder must provide evidence of Bidder's qualifications to do business in the State where the Project is located. In order for a Bid to be acceptable, the General Contractor and any Subcontractor whose work is in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.01.A are included at the end of the Project Manual. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- C. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
1. Any cost to Bidders for obtaining copies of reports and drawings shall be reimbursed to the Owner by Bidder, if requested by Owner.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- 4.03 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract

Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.04 On request, with a minimum of 2 days notice, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Access to site will not be allowed except during the Pre-Bid Conference.
- 4.05 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.06 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means,

- methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice to Scout Mendenhall at smendenhall@molzencorbin.com or fax to (505) 242-0673 of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.07 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will be held at 11:00 a.m. local time on March 8, 2017 at the WWTP. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing to Scout Mendenhall at smendenhall@molzencorbin.com or fax to (505) 242-0673 for interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents. Where brand name or an “or-equal” specification is used in the Bidding Documents, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired. When bidding a substitute or an “or-equal” the burden is on the Contractor to convince the Engineer that the supplier or manufacturer who has not been specified is in fact equal to the one specified. The Engineer is given the responsibility and judgment for making final determination on whether a proposed substitution is an “or-equal”. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.
- 11.02 If the Contractor bases their Bid on a substitute or an “or-equal” product, they so at their own risk. In submitting a Bid, the Contractor agrees to furnish materials, equipment, and products that are acceptable to the Engineer for the price listed in the Bid.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer by Plan Holders.
- 13.02 All blanks on the Bid Form shall be completed in ink or type written, and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. 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.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink or type written below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 All Bidders who are submitting a Bid on this Project are required to submit the following documents:

- Bid
- Bid Security Bond
- List of Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act
- Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)
- Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10 (if seeking preference)
- City of Las Vegas Standard Bid Clauses
- Bidder Information
- Campaign Contribution Disclosure Form

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or

other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." (A mailed Bid shall be addressed to the location noted on the Advertisement for Bids.)

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid Proposal may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid Proposal must be executed) and delivered to the place where Bid Proposals are to be submitted at any time prior to the scheduled closing time for the receipt of bids. Bids shall be unconditionally accepted for consideration of award without alteration or correction except as authorized by the **Owner**.

The **Owner** may allow a correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the bid, within the limitations below.

A. **Confirmation of Bid.** The **Owner** may require the apparent low Bidder to confirm its bid when obvious errors regarding the amount of the bid are apparent on the face of the bid or the bid amount is unreasonably lower than other bids submitted.

B. **Correction of Bid.** The **Owner** may allow a Bidder to correct mistakes discovered by either **Owner** or Bidder after Bid Opening and prior to award of the Contract without forfeiture of bid security in the following circumstances:

- when technical irregularities exist that have no effect on the price, quantity, quality, delivery or contractual conditions.
- when mistakes exist and the intended correct bid is clearly evident on the face of the bid.

16.02 The **Owner** may allow a Bidder to correct mistakes discovered after Bid Opening or to withdraw a bid without forfeiture of bid security if a mistake is clearly evident on the face of the Bid or the intended correct bid is not evident and the low Bidder submits evidence within 24 hours after the Bids are opened which clearly and convincingly demonstrates that a mistake was made which:

- is of such a grave consequence that enforcement would be unconscionable and,
- relates to a material and fundamental feature of the bid and,
- the Bidder acted in good faith and the mistakes did not come about as a result of the violation of a positive legal duty or from gross negligence and,
- the Bidder gave prompt notice of the mistake prior to award of Bid and,
- the **Owner's** status has not been changed, or if changed, the **Owner** suffers no serious hardship or prejudice other than loss of the bargain.

Thereafter, if the Work is rebid, any Bidder that withdraws a Bid will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project. Refer to Article 5 of the Bid Form for the basis of award.
- 19.07 Reimbursement of Engineer's Cost for Reviewing Insurance and Bond Submissions. If the Bonds and/or Insurance Certificates are found not to be in accordance with the Contract Documents, the resubmission(s) of the Bonds and/or Insurance Certificates shall be accompanied by a purchase order from the Contractor to the Owner to cover any and all costs incurred by the Engineer in reviewing such resubmission(s).

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.02 Reimbursement of Engineer's Cost for Reviewing Insurance and Bond Submissions. If the Bonds and/or Insurance Certificates are found not to be in accordance with the Contract Documents, the resubmission(s) of the Bonds and/or Insurance Certificates shall be accompanied by a purchase order from the Contractor to the Owner to cover any and all costs incurred by the Engineer in reviewing such resubmission(s).
- 21.03 Due to urgent need for this project, Start of Contract Time will commence to run on the Monday after the date of the pre-construction meeting. The calendar date for Start of Contract Time will be entered on the Notice to Proceed. The Notice to Proceed will be issued to the Contractor at the pre-construction meeting. The Start of Contract Time is non-negotiable.

BID

VETERANS

BID FORM

PROJECT IDENTIFICATION: WWTP Aeration Piping Upgrades

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>03/15/17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	10-inch air piping, including galvanized steel pipe, pipe spools, and fittings, complete in place	LF	280	\$ 170 ⁻	\$ 47,600 ⁻
2	Insertion type flow sensor, flow conditioning plate, and transmitter, complete in place	LS	1	\$ 24,000 ⁻	\$ 24,000 ⁻
3	6" V-Port control ball valve with electric actuator and controller, complete in place	LS	1	\$ 15,000 ⁻	\$ 15,000 ⁻
4	Roll type pipe supports with concrete base, complete in place	EA	18	\$ 4,000 ⁻	\$ 72,000 ⁻
5	Roll type pipe supports anchored to oxidation ditch wall, complete in place	EA	3	\$ 3,500 ⁻	\$ 10,500 ⁻
6	10" Pipe Expansion Joint with control rods, including installation, complete in place	EA	4	\$ 6,000 ⁻	\$ 24,000 ⁻
7	Connection to Aeration Basin Air Supply Line, as shown in Detail 1, complete in place	LS	1	\$ 18,000 ⁻	\$ 18,000 ⁻
8	Connection to Digester Air Supply Line, as shown in Detail 2, complete in place	LS	1	\$ 19,000 ⁻	\$ 19,000 ⁻
9	Existing DO assembly demolition	LS	1	\$ 2,500 ⁻	\$ 2,500 ⁻
10	New dissolved oxygen sensor assemblies, including analyzers, controllers, and enclosures, complete in place	EA	6	\$ 13,000 ⁻	\$ 78,000 ⁻

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
11	Electrical work, including power supply, controls and system integration	LS	1	\$ 10,000 ⁻	\$ 10,000 ⁻
12	Testing Laboratory Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00
13	Mobilization, Insurance, and Bonds	LOT	1	\$ 6,000.00	\$ 6,000.00
14	Demobilization and Submittal of all Closeout Documents	LOT	1	\$ 2,000.00	\$ 2,000.00

TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 333,600⁻

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.
- 5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).
- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of comparing bids, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
 2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.

3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10 (if seeking preference)
 - E. City of Las Vegas Standard Bid Clauses
 - F. Bidder Information
 - G. Campaign Contribution Disclosure Form

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): Not Applicable

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: Not Applicable

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

Name (typed or printed): _____

A Corporation

Corporation Name: Desert Utility & Paving, LLC (SEAL)

State of Incorporation: New Mexico

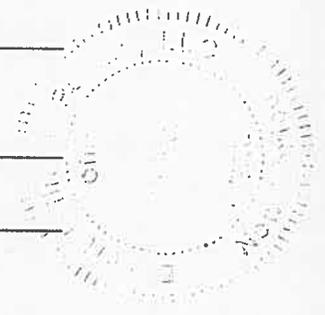
Type (General Business, Professional Service, Limited Liability): LLC

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

Name (typed or printed): Bennie Cruz

Title: Managing Member
(CORPORATE SEAL)

Attest _____
Rosalyn Fia Becker, Witness



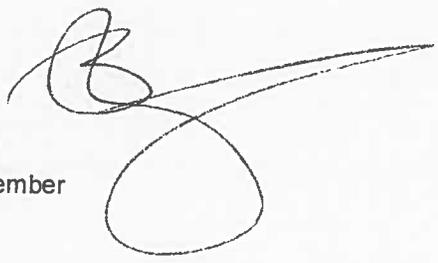
Desert
Utility & Paving, LLC

8201 Golf Course Road NW, Suite D3-295
Albuquerque, NM 87120
(505)-344-1096

To Whom It May Concern:

Please be advised that Bennie Cruz has signature authority for Desert Utility & Paving, LLC by virtue of their roles as Managing Member.

Regards,



Bennie Cruz
Managing Member

Subscribed and sworn to before me this 22 day of March, 2017.

Notary Public 

My commission expires 8/1/18



A Joint Venture

Name of Joint Venture: Not Applicable

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 8201 Golf Course Rd NW Suite D3-295 Albuquerque, NM 87120

Phone No. 505.344.1096 Fax No. 505.847.3612

E-mail bacruz@desert-utility.com

SUBMITTED on March 22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 372905

License Classifications GA98, GB98, GF98, EE98

New Mexico Department of Workforce Solutions Registration Number 2394120120203

Federal Identification Number (FEIN #) 45-4151773

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes
(Please see Attachment)

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9.

Resident Veterans Preference Certification

Not Applicable (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

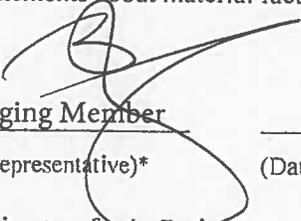
I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.


Bennie Cruz, Managing Member

03/22/17

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before March 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for April, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 45-4151773

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-233970-00-4

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Desert Utility & Paving, LLC

AUTHORIZED AGENT: Bennie Cruz, Managing Member

ADDRESS: 8201 Golf Course Rd NW Suite D3-295 Albuquerque, NM 87120

TELEPHONE NUMBER: (505) 344-1096

FAX NUMBER: (505) 847-3612

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: L0345597904

NEW MEXICO CONTRACTORS LICENSE NO. 372905

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO }

COUNTY OF BERNALILLO }

I, Bennie Cruz, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature Bennie Cruz, Managing Member

Subscribed and sworn to before me, this 22th day of March, 2017.



[Signature]
Notary Public Signature
My Commission Expires: 8/1/18

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

"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: Not Applicable

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

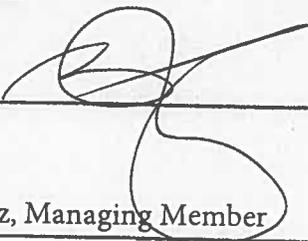
Not Applicable
Signature _____

_____ 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 _____

03/22/17
Date _____

Bennie Cruz, Managing Member
Title (Position) _____

BID BOND

BID BOND

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

BIDDER (Name and Address):

Desert Utility and Paving, LLC
8201 Golf Course Rd NW Suite D3-295
Albuquerque, NM 87120

SURETY (Name and Address of Principal Place of Business):

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynyd, PA 19004-1403

OWNER:

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date: March 22, 2017

Description (Project Name and Include Location): WWTP Aeration Piping Modifications
Opening No. 2017-21
Las Vegas, NM 87701

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): March 22, 2017

Penal sum Five Percent of the Greatest Amount Bid \$ 5% G.A.B.
(Words) (Figures)

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

BIDDER

Desert Utility & Paving, LLC (Seal)

Bidder's Name and Corporate Seal

By: [Signature]
Signature

Bennie Cruz

Print Name

Managing Member

Title

Attest: [Signature]
Signature

Rosalyn Fia Becker, Jr. Estimator

Title

SURETY

Philadelphia Indemnity Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Brent Baldwin

Print Name

Attorney-in-Fact

Title

Attest: [Signature]
Signature Candice Allen

Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

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

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint William D. Baldwin, Blaine Allen, Brent Baldwin, Brock Baldwin, Michael B. Hill, Monica Campos, Trenaé Donovan, Brady K. Cox, Renee A. Folkerts, and/or Russ Frenzel of Baldwin-Cox Agency LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

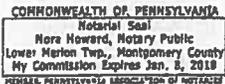
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of March, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

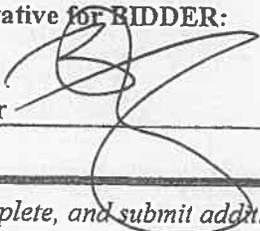
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:


Bennie Cruz, Managing Member _____

Date: 03/22/17 _____

Duplicate, complete, and submit additional sheets as required.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category electrical work
Estimated Value of Work 93,000
Subcontractor's Name The electric horsemen, INC
Business Address 14 B Rudolph Dr
Las Vegas NM 87701
Phone Number (505) 454-4700
E-mail Address electrichorseman1@msn.com
Federal Identification No. (FEIN #) 85-0473451
New Mexico Contractor's License No. 84183
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. # 002306020110816
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)



List of Attachments - Business Licenses & Certificates

No.	Description	No. of Pages
1	New Mexico Public Regulation Commission, Certificate of Organization Certificate No. 4540930 ; Issued on January 04, 2012	1
2	New Mexico Regulation & Licensing Dept, Construction Industries Division Permanent License No. 372905 Classifications EE98, GA98, GB98, GF98	1
3	New Mexico Dept of Workforce Solutions, Public Works Registration Certificate No. 002394120120203 ; Expires 03-Feb-19	2
4	New Mexico Tax & Revenue Dept, Resident Contractor Certificate Certificate No. L0345597904 ; Expires 23-Jan-18	1



NEW MEXICO PUBLIC REGULATION COMMISSION

Certificate Of Organization

OF

DESERT UTILITY & PAVING, LLC

4540930

The Public Regulation Commission certifies that the Articles Of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act

(53-19-1 To 53-19-74 NMSA 1978)

have been received by it and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate Of Organization and attaches hereto a duplicate of the Articles Of Organization.

Dated : **January 4, 2012**

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the city of Santa Fe.

Stacy Starr-Garcia

Bureau Chief

Patrick H. Lyons

Chairman

Susana Martinez
Governor

Katherine C. Martinez
Director

J. Dee Denis Jr.
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **DESERT UTILITY & PAVING, LLC**
PERMANENT LICENSE #372905

Located at: **8201 GOLF COURSE RD STE. D3-295, ALBUQUERQUE, NM 87120**

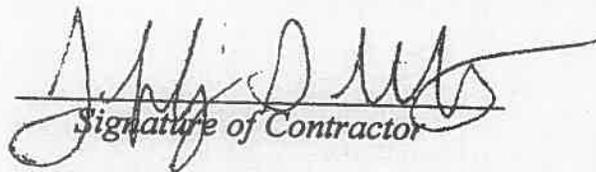
Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

EE98, GA98, GB98, GF98

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on


Signature of Contractor

01/16/2012

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION



Katherine C. Martinez
Director

NOTE: This Certificate is now and shall remain the property of:

DESERT UTILITY & PAVING, LLC
LICENSE NUMBER
372905
Qualifying Party(S)
WEBSTER JEFF
WEBSTER MICHAEL J.
EXPIRES
01/31/2018
CLASSIFICATION(S)
EE98, GA98, GB98, GF98




DIRECTOR

upon demand. This certificate is not transferable

Certificate of Contractor Registration



This is to certify that

Desert Utility & Paving

8421 WASHINGTON PL NE

ALBUQUERQUE, NM, 87113-1672

has registered with the Department of Workforce Solutions

Registration Date: 1/24/2017

Registration Number: 002394120120203

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

Contractor Registration Certificate

Registration Details

FEIN: 45-4151773

Registration Number: 002394120120203

Company Name: Desert Utility & Paving

Doing Business As (DBA)

Name:

Registration Date: 01/24/2017

Registration Expiration
Date: 02/03/2019

Status: Active

Phone Number: 5053441096

Email: marty@desert-utility.com



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

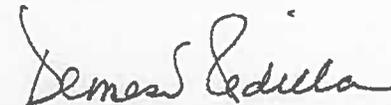
RESIDENT CONTRACTOR CERTIFICATE

Issued to: **DESERT UTILITY & PAVING, LLC**
DBA: **DESERT UTILITY & PAVING, LLC**
8201 GOLF COURSE RD NW STE D3-295
ALBUQUERQUE, NM 87120

Expires: **23-Jan-2018**

Certificate Number:

L0345597904



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/28/17

DEPT: Utilities Dept.

MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Resolution No. 17-13 for Drinking Water Loan No. 3622-DW for the Chico and 8th Street water line replacement / installation.

BACKGROUND/RATIONALE: This funding will allow the City to replace the aging lines in the vicinity of Chico Drive and 8th Street to reduce leaking and water loss.

The Drinking Water State Revolving Loan Fund has allowed the City \$600,000 in loan subsidy funding for the project. The funding agency requires that the agreement be adopted through resolution.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRÓN
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Revised 4/20/16



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Chico Dr & 8th Street replace
PROJECT NUMBER: UT-WT-WFD-2015-7
PROJECT MANAGER: Benito Lujan

ENGINEER: Occam / Engineers Inc.
CONTRACT NUMBER: 2675-13 & 2747-13

PROJECT DESCRIPTION: Water line replacement and installation on 8th Street and on Chico Drive.

TIMELINE: September-February 2018

ACTION: Approve Resolution to accept funding from NMFA for SRF 3622

FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date	Est. BAL to Expend in '17/18
City \$ 145,000	Design \$45,000	Design \$ 45,000	Design \$ 0
State \$ 655,000	Engr Services \$ 55,000	Engr Services \$ 0.00	Engr Services \$ 55,000
Federal \$ 0.00	Construction \$700,000	Const \$ 0.00	Construction \$ 700,000
Total Funds \$800,000	Total w/ GRT \$800,000	Total w/GRT \$ 45,000	Total w/GRT \$ 755,000

BUDGETED AMOUNT: \$750,000

LINE ITEM NUMBER: 646-0000-650-8778+SRF FY 18 Budget

ACTION	DESCRIPTION	DATE
Funding Source	CITY SRF 2911 +SRF 3622	
Loan/Grant/City	City \$145,000 Grant \$55,000 (2911) \$450,000 (3622) Loan \$150,000 Total \$ 800,000	May 2017
Authorized Resolution	17-13	May 2017
RFP	101-18	July 2013
Engineering Services Agreement	Contract#2675-13	2013
Engineering Estimate	Total Engineer's Estimate \$ 720,000	2016
Bid Document Review	Bid #	TBD
Advertisement	CLV, ABQ, Citys Website	TBD
Bid Opening		TBD
Bid Tabulation	Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____	TBD
Construction Estimate	Contractor Share \$ 664,000 (Including NMGR)T City Share \$ 0	2015
Engineer's Recommendation	Contractor	TBD
Staff Recommendation		TBD
Committee Recommendation		TBD
Council Approval		TBD
Notice To Proceed		TBD

\$600,000
CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. 3622-DW

Closing Date: June 23, 2016

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 17-01 adopted January 18, 2017
2. Resolution No. 17-13, adopted May 17, 2017, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Las Vegas Optic*
3. Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement
4. General and No Litigation Certificate
5. Right-of-Way Certificate
6. Delivery, Deposit and Cross-Receipt Certificate
7. Pledged Revenue Certificate
8. Opinion of Counsel to the City
9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority

TRANSCRIPT DISTRIBUTION LIST

City of Las Vegas, New Mexico
New Mexico Finance Authority
Sutin, Thayer & Browne A Professional Corporation

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 17-13 OF THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
MAY 17, 2017

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN MIGUEL)

The City Council (the “Governing Body”) of the City of Las Vegas, New Mexico (the “Governmental Unit”), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 1700 North Grand Avenue, Las Vegas, New Mexico, being the meeting place of the Governing Body for the meeting held on the 17th day of May, 2017, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the City Clerk a copy of a proposed Resolution in final form, as follows:

CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION NO. 17-13

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$600,000, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$450,000, FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit “A” to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Resolution and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Resolution have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the Mayor, City Manager, Finance Director and City Clerk of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Resolution.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Resolution including the Loan Agreement.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Vegas, San Miguel County, New Mexico.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water

services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on the Loan Agreement as shown on the Term Sheet.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$450,000.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$150,000.

“Maximum Principal Amount” means \$600,000.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described in Exhibit "A" to the Loan Agreement.

"Project" means the project described in the Term Sheet.

"Resolution" means this Resolution No. 17-13 adopted by the Governing Body of the Governmental Unit on May 17, 2017, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

B. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

C. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described in Exhibit “A” to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of \$150,000 and interest thereon, and to accept a loan subsidy in the amount of \$450,000 and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of \$600,000. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

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

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the

Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Resolution.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the Closing Date, the provisions of this Resolution may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. After the Closing Date, this Resolution may be amended without receipt by the

Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Closing Date, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the City Manager and City Clerk, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Summary of Resolution for Publication.]

City of Las Vegas, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 17-13, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on May 17, 2017. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

The title of the Resolution is:

CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION NO. 17-13

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$600,000, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$450,000, FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas, New Mexico through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17TH DAY OF MAY, 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Mayor Tonita Gurulé-Girón

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (_____) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of other matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Mayor Tonita Gurulé-Girón

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

EXHIBIT "A"

Notice and Agenda of Meeting

\$600,000 Maximum Principal Amount

**DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT**

dated

June 23, 2017

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

**CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO**

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated as of June 23, 2017, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority"), and the **CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the "Department") has determined that the Governmental Unit's Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems prior to disbursement of any proceeds of the Loan for construction; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund, the Finance Authority has found and determined that the Project meets all applicable requirements of the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a severely disadvantaged community under the Intended Use Plan in that its median annual household income is \$21,539, which is less than 90% of the State median annual household income of \$44,927, and it has an affordability ratio determined as provided in the Intended Use Plan of between _____; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of \$600,000 which amount shall be available for disbursement to the Governmental Unit to pay costs of the Project.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to this Loan Agreement, together with the required supporting documentation set out in Exhibit “C” submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

“Authorized Officers” means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director and City Clerk thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

“Drinking Water Fundable Priority List” means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Loan Agreement including the Resolution.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the United States Environmental Protection Agency.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Finance Authority Act” means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

“Independent Accountant” means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intended Use Plan” means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

“Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Interim Period” means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

“Interim Loan Agreement Payment Schedule” means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit “B”.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit “B,” or in the Final Loan Agreement Payment Schedule.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$450,000.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$150,000.

“Maximum Principal Amount” means \$600,000.

“Memorandum of Understanding” means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

“Operating Agreement” means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

- (a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;
- (b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;
- (c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;
- (d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;
- (e) The costs of audits of the books and accounts of the System;
- (f) Amounts required to be deposited in any rebate fund;
- (g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and
- (h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Parity Obligations” means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable

from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Services; and (iv) the State Treasurer’s short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit “B” attached to this Loan Agreement.

“Project” means the project(s) described on the Term Sheet.

“Resolution” means Resolution No. 17-13 adopted by the Governing Body of the Governmental Unit on May 17, 2017, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

“Safe Drinking Water Act” means 42 U.S.C. §§ 300f et seq.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

“Service Area” means the area served by the System, whether situated within or without the limits of the Governmental Unit.

“State Environmental Review Process” or “SERP” means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of this Loan Agreement.

“Term Sheet” means Exhibit “A” attached to this Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

“Utility Revenue Bonds” means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit.
The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Loan Agreement and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and laws of the State, including specifically Sections 3-1-1 through 3-66-11, NMSA 1978, as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%), and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System. The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant. The Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.

(b) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.

(c) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

(d) Right to Inspect. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.

(e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.

(f) Billing Procedure. Bills for water services or facilities, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

(h) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(i) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.

(j) Alienating System. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.

(k) Management of the System. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of water and wastewater utility systems to assist in the management of the System so long as such default continues.

(l) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(m) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Loan Agreement and the proper segregation and application of the Gross Revenues.

(n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.

Section 2.3 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by

which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement

Payments, assuming the disbursement of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the

Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:

(A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided

hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse

moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

(h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

(l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)."

(n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 First Lien Status. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Las Vegas
Attn: Finance Director
1700 North Grand Avenue
Las Vegas, New Mexico 87701

If to the Finance Authority, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the Finance Authority is

hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on October 27, 2016, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan Counsel to the Finance Authority

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Richard Trujillo, City Manager

ATTEST:

By _____
Casandra Fresquez, City Clerk

Corinna Laszlo-Henry, City Attorney
Approved as to Legal Sufficiency Only

EXHIBIT "A"

TERM SHEET

LOAN NO. 3622-DW
TO THE CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

Governmental Unit: City of Las Vegas, New Mexico

Project Description: A water system improvement project, to include, but not limited to: replacing aging water lines on Chico Dr. and 8th St. and new casings, canisters, yokes, meters and automated radio read firefly

Pledged Revenues: Net Revenues

Currently Outstanding Parity Obligations for Pledged Revenues: New Mexico Finance Authority Drinking Water Loans:
No. 2727-DW, maturing in 2034,
No. 2878-DW, maturing in 2035,
No. 2910-DW, maturing in 2035,
No. 2911-DW, maturing in 2035,
No. 3046-DW, maturing in 2035,
No. 3043-DW, maturing in 2036; and
No. 3057-DW, maturing in 2038.

Currently Outstanding Senior Obligations: None

Currently Outstanding Subordinate Obligations: New Mexico Finance Authority Water Trust Board Loans:
No. 0197-WTB, maturing in 2031,
No. 0218-WTB, maturing in 2031,
No. 0219-WTB, maturing in 2031,
No. 0251-WTB, maturing in 2031 and
No. 0286-WTB, maturing in 2031.

Authorizing Legislation: Governmental Unit Resolution No. 17-13 adopted May 17, 2017.

Closing Date: June 23, 2017

Interest Rate: .25% (which includes the Administrative Fee)

Maximum Forgiven Program Fund Component: \$450,000

Maximum Repayable Program Fund Component: \$150,000

Aggregate Program Fund Amount: \$600,000

Maximum Principal Amount: \$600,000

Subsidy Percent: The maximum funds available for subsidy are \$450,000 (approximately 75%).

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$600,000 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")

TO: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Loan Servicing

LOAN NO. 3622-DW

CLOSING DATE: June 23, 2017

You are hereby authorized to disburse to the City of Las Vegas or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		<input type="checkbox"/> Interim Request <input type="checkbox"/> Final Request
AMOUNT OF PAYMENT:	\$	

PURPOSE OF PAYMENT:

This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a

<input type="checkbox"/> SBE (Small Business Entrepreneur)	<input type="checkbox"/> MBE (Minority Business Entrepreneur)	<input type="checkbox"/> WBE (Women owned business Entrepreneur)	<input type="checkbox"/> N/A
--	---	--	------------------------------

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Las Vegas, New Mexico is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Las Vegas, New Mexico understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer

(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: \$600,000 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")

Loan No. 3622-DW

Closing Date: June 23, 2017

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

City of Las Vegas, New Mexico, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20__.
2. The total cost of the Project was \$ _____.
3. Cost of the Project paid from the Loan was \$ _____.
4. The portion of the Maximum Principal Amount unexpended for the Project is \$ _____.
5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By: _____

Its: _____

\$600,000
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
No. 3622-DW

STATE OF NEW MEXICO)
) ss. GENERAL AND NO LITIGATION
COUNTY OF SAN MIGUEL) CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting City Manager and City Clerk for the City of Las Vegas (the "Governmental Unit") in the County of San Miguel and the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 17-13 adopted on May 17, 2017 (the "Resolution"), unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under the laws of the State, its full name being the "City of Las Vegas."

2. The Governmental Unit was established in the year 1972.

3. From at least January 1, 2017 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor: Tonita Gurulé-Girón

Councilors: David Ulibarri
 Vince Howell
 Barbara Casey
 David Romero

Finance Director: Ann Marie Gallegos

City Manager: Richard Trujillo

City Clerk: Casandra Fresquez

City Attorney: Corinna Laszlo-Henry

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge and belief after due investigation, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution have occurred and are continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or to any of the actions required to be taken by the Resolution or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. None of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Loan Agreement without the prior written approval of the Finance Authority.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely

from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief after due investigation, neither the City Manager, the City Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held at 1700 North Grand Avenue, Las Vegas, New Mexico, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 17-01 adopted and approved by the Governing Body on January 18, 2017, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 17-01 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Resolution was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 17-01.

22. The City Manager and City Clerk, on the date of the signing of the Loan Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

23. This Certificate is for the benefit of the Finance Authority.

24. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[Signature page follows.]

WITNESS our signatures and the seal of the Governmental Unit this 23rd day of June 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Richard Trujillo, City Manager

[SEAL]

By _____
Casandra Fresquez, City Clerk

\$600,000
DRINKING WATER REVOLVING LOAN FUND LOAN
TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
BY THE NEW MEXICO FINANCE AUTHORITY
LOAN NO. 3622-DW

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Las Vegas (the "Governmental Unit"), a New Mexico municipality in the County of San Miguel and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Governmental Unit has acquired and presently holds title to or continuous and adequate rights-of-way on public and private lands needed, if any, for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan made by New Mexico Finance Authority (the "Project") and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Governmental Unit has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached right of way maps and/or plats shows the location and description of all land and rights-of-way needed for the Project, including all lands acquired for the Project by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions: _____

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Las Vegas, New Mexico as of this 23rd day of June, 2017.

Corinna Laszlo-Henry
Attorney for the City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

4212940.docx

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, the duly qualified and acting Chief Executive Officer of the Finance Authority, that the Finance Authority has, on the date of this Certificate received from the City of Las Vegas, New Mexico, the Loan Agreement for Project No. 3622-DW.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Officer

4212893.docx

WHEREAS, the Governmental Unit, pursuant to Resolution No. _____ adopted on _____ (the "3043-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3043-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$888,800. The 3043-DW Loan Agreement" is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 16-39 adopted on October 19, 2016 (the "3570-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3570-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$151,500. The 3570-DW Loan Agreement" is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. _____ adopted on May 17, 2017 (the "3623-DW Resolution"), is scheduled to execute and on deliver June 23, 2017, its New Mexico Finance Authority Drinking Water State Revolving Fund Loan and Subsidy Agreement in the aggregate principal amount of \$354,000 for the purpose of water system improvements (the "3623-DW Loan Agreement") payable from the Pledged Revenues, as set forth in the 3623-DW Loan Agreement;

WHEREAS, the Governmental Unit, pursuant to Resolution No. _____ adopted on May 17, 2017 (the "3622-DW Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Drinking Water State Revolving Fund Loan and Subsidy Agreement in the aggregate principal amount of \$600,000 for the purpose of water system improvements (the "3622-DW Loan Agreement") payable from the Pledged Revenues, as set forth in the 3622-DW Loan Agreement;

WHEREAS, Section 5.4, the "Additional Parity Obligations Payable from Pledged Revenues" of the 2727-DW Loan Agreement, the 2878-DW Loan Agreement, the 2910-DW Loan Agreement, the 2911-DW Loan Agreement, the 3043-DW Loan Agreement [**need to confirm with NMFA**], the 3046-DW Loan Agreement, and the 3570-DW Loan Agreement (collectively, the "Parity Loan Agreements") provides as follows:

"Section 5.4. Additional Parity Obligations Payable From Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred thirty percent (130%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement."

WHEREAS, the 3623-DW Loan Agreement imposes the same limitations on additional parity obligations as the Parity Loan Agreements, but utilizes a coverage limitation in the amount of one hundred twenty percent (120%) instead of one hundred thirty percent (130%).

* * *

WHEREAS, the combined principal and interest on the outstanding Parity Loan Agreements coming due in each Fiscal Year to their last principal payment dates is as follows:

Parity Loan Agreements Debt Service Requirements

Fiscal Year Ending	Total Payment
2018	\$101,525
2019	105,507
2020	109,818
2021	109,812
2022	109,804
2023	109,798
2024	109,789

2025	109,784
2026	109,775
2027	109,767
2028	109,759
2029	109,751
2030	109,744
2031	109,736
2032	97,292
2033	94,284
2034	94,285
2035	76,465
2036	24,566
2037	8,735
2038	8,734
2039	4,542

WHEREAS, the principal and interest on the 3623-DW Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

3623-DW Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Total Payment
2017	0	
2018	0	
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

2039		
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WHEREAS, the principal and interest on the 3622-DW Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

3622-DW Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Total Payment
2017	0	
2018	0	
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the 2727-DW Ordinance, the 2878-DW Ordinance, the 2910-DW Ordinance, the 2911-DW Ordinance, the 3043-DW Resolution, the 3046-DW Resolution and the 3570-DW Resolution authorizing the execution and delivery of the Parity Loan Agreements, the 3623-DW Resolution authorizing the execution and delivery of the 3623-DW Loan Agreement and the 3622-DW Resolution authorizing the execution and delivery of the 3622-DW Loan Agreement and with the provisions of the Parity Loan Agreements, the 3623-DW Loan Agreement and the 3622-DW Loan Agreement.

2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.

3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.

4. The Governmental Unit is not, and has not been in default as to making any payments on the Parity Loan Agreements or the 3623-DW Loan Agreement, nor under any of the covenants or requirements of the Parity Loan Agreements and the 3623-DW Loan Agreement.

5. The 3622-DW Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding Parity Loan Agreements.

6. The fiscal year immediately preceding the date of the 3622-DW Loan Agreement is the period commencing on July 1, 2015 and ending in June 30, 2016.

7. The Pledged Revenues for the fiscal year ended 2016 are fairly stated at \$935,303.

8. The combined maximum Aggregate Annual Debt Service Requirements on the Parity Loan Agreements, the 3623-DW Loan Agreement and the 3622-DW Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year _____ and is \$ _____. One hundred thirty percent (130%) of such amount is \$ _____.

9. The Pledged Revenues of \$ _____ (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 3622-DW Loan Agreement were sufficient to pay an amount representing 130% of the combined maximum Aggregate Annual Debt Service Requirements of \$ _____ on the Parity Loan Agreements, the 3623-DW Loan Agreement and the 3622-DW Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the 3622-DW Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 3622-DW Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the Parity Loan Agreements and the 3623-DW Loan Agreement.

(Signature Page Follows)

WITNESS our hands this 23rd day of June, 2017.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Richard Trujillo, City Manager

By: _____
Ann Marie Gallegos, Finance Director

4212798.docx

[Letterhead for Borrower's Counsel]

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Las Vegas, San Miguel County, New Mexico
\$600,000 Loan No. 3622-DW

I am the Attorney for the City of Las Vegas, New Mexico, with regard to the above-referenced Loan. I am licensed to practice law and am in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, City of Las Vegas, New Mexico (the "Governmental Unit"), understanding that the Lender, New Mexico Finance Authority (the "Finance Authority"), is relying on all representations by me on behalf of my client and, but for these representations, the Loan would not be approved.

I hereby certify that I have examined:

- (1) The City of Las Vegas, Water Project, Drinking Water State Revolving Loan Fund Application, dated August 5, 2016, and the Finance Authority Board Approval, for Project No. 3622-DW, for the City of Las Vegas, San Miguel County, dated October 27, 2016, relating to the project (herein the "Project"), as more specifically defined in the Loan and Subsidy Agreement dated June 23, 2017 (the "Loan Agreement");
- (2) The incorporation documents creating the Governmental Unit;
- (3) The most recent Annual Open Meetings Resolution (as well as the underlying proceedings) adopted by the Governmental Unit;
- (4) The proceedings of the City Council, the governing body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;
- (5) Relevant corporate proceedings of the Governmental Unit from at least January 1, 2017 to the date hereof, including, without limiting the generality of the foregoing, the corporate action of the Governmental Unit relating to (a) the election or appointment of its City Manager, City Council and City Clerk; (b) the adoption of ordinances and resolutions governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the

Project, in part, with a loan made by the Finance Authority; (f) the Resolution of the City Council dated May 17, 2017 (the "Resolution") authorizing the City Manager and City Clerk to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;

- (6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit's Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be constructed.

Based upon my examination of the foregoing, I am of the opinion that:

- A. The Governmental Unit is a duly organized and existing incorporated municipality in good standing under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The officials and appointees of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.
- D. The Governmental Unit has corporate power:
 - (1) to construct and install the Project proposed to be constructed and installed by the Governmental Unit;
 - (2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;
 - (3) to perform all acts required by such Loan documents to be done by it; and
 - (4) to own and operate and maintain the Project during its useful life.
- E. All proceedings of the Governmental Unit, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in

any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

- G. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 17-01 (the "Open Meetings Act Resolution"), as adopted and approved by the Governmental Unit on January 18, 2017, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.
- H. To the best of my knowledge and belief after due investigation, no event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution has occurred and is continuing on the date of this Certificate.
- I. The Governmental Unit has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.
- J. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or any of the actions required to be taken by the Resolution or the Loan Agreement to the date of this Certificate have been obtained and are in full force and effect.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the project have been obtained and are in full force and effect.
- L. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to my knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit, (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.
- N. To the best of my knowledge and belief after due investigation, there are no recorded liens of any nature whatsoever affecting the title to any real or personal property that will be acquired with the proceeds of the Loan Agreement.
- O. No legal proceedings have been instituted or are pending, and to the best of my knowledge none are threatened, whether or not the Governmental Unit is named as a party in such proceedings, which would affect the Governmental Unit's interest in the property upon which the Project will be located, and there are no judgments against the Governmental Unit and no liens against any of the real or personal property of the Governmental Unit or other entity on which the Project will be located.
- P. The Governmental Unit has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Governmental Unit now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- Q. The Governmental Unit has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 23rd day of June, 2017.

Corinna Laszlo-Henry
Attorney for City of Las Vegas, New Mexico

SUTIN THAYER  BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

IRWIN S. MOISE (1906-1984)
LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)

ROBERT G. HEYMAN (Of Counsel)
DEREK V. LARSON (Of Counsel)
NORMAN S. THAYER (Of Counsel)

ANDREW J. BARANOWSKI

ANNE P. BROWNE
SUZANNE WOOD BRUCKNER
MARIA MONTOYA CHAVEZ
KATHARINE C. DOWNEY
EDUARDO A. DUFFY
SUSAN M. HAPKA
CHRISTOPHER A. HOLLAND
WADE L. JACKSON
JACQUELINE K. KAFKA
CHRISTINA M. LOONEY
STEVAN DOUGLAS LOONEY

KEITH C. MIER
LYNN E. MOSTOLLER
CHARLES J. PIECHOTA
JAY D. ROSENBLUM
FRANK C. SALAZAR
JUSTIN R. SAWYER
ANDREW J. SIMONS
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
TIMOTHY R. VAN VALEN
L. CURTIS VERNON

6100 UPTOWN BLVD NE, SUITE 400
ALBUQUERQUE, NEW MEXICO 87110
POST OFFICE BOX 1945
ALBUQUERQUE, NEW MEXICO 87103
505-883-2500
FAX 505-888-6565

150 WASHINGTON AVE, SUITE 210
SANTA FE, NEW MEXICO 87501
POST OFFICE BOX 2187
SANTA FE, NEW MEXICO 87504
505-988-5521
FAX 505-982-5297

WWW.SUTINFIRM.COM

June 23, 2017

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

City of Las Vegas, New Mexico
1700 North Grand Avenue
Las Vegas, New Mexico 87701

Re: \$600,000 Loan to City of Las Vegas, San Miguel County,
New Mexico, 3622-DW

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority in connection with the \$600,000 loan and subsidy agreement dated June 23, 2017 (the "Loan Agreement") by and between the City of Las Vegas, San Miguel County, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority (the "Finance Authority"). The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and the Governmental Unit's Resolution No. 17-13, adopted on May 17, 2017 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for a water system improvement project for the Governmental Unit (the "Project"), as described in the Loan Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

June 23, 2017

Page 2

1. The Resolution is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Governmental Unit, as described in the Loan Agreement (the “Pledged Revenues”) which it purports to create.

2. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien on the distribution on the Pledged Revenues on a parity with the lien thereon of other outstanding obligations secured by the Pledged Revenues and senior to the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys’ fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the terms of the Loan Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

June 23, 2017
Page 3

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/28/17

DEPT: Utilities Dept.

MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Resolution No. 17-14 for Drinking Water Loan No. 3623-DW for the North Grand Ave. water line installation / looping.

BACKGROUND/RATIONALE: This funding will allow the City to construct three segments of new water line to loop existing water lines and eliminate dead ends on North Grand Avenue and in the vicinity of City Hall.

The Drinking Water State Revolving Loan Fund has allowed the City \$354,000 in loan subsidy funding for the project. The funding agency requires that the agreement be adopted through resolution.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

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

ENGINEER: MolzinCorbin
CONTRACT NUMBER: 2673-13

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

TIMELINE: September-December 2017

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

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

BUDGETED AMOUNT: \$400,000

LINE ITEM NUMBER: 646-0000-650-87?? TBD/SRF FY18 Budget

ACTION	DESCRIPTION	DATE
Funding Source	CITY and SRF 3623	
Loan/Grant/City	City \$ 40,000 Grant \$265,500 Loan \$ 88,500 Total \$394,000	May 17
Authorized Resolution	17-14	May 17
RFP	101-18	July 2013
Engineering Services Agreement	Contract#2673-13	2013
Engineering Estimate	Total Engineer's Estimate \$ 400,000	2016
Bid Document Review	Bid #	TBD
Advertisement		TBD
Bid Opening	Date	TBD
Bid Tabulation	Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____	TBD
Construction Estimate	Contractor Share \$ 346,000 (Including NMGR) City Share \$ 0.00	2016
Engineer's Recommendation	Contractor	TBD
Staff Recommendation		TBD
Committee Recommendation		TBD
Council Approval		TBD
Notice To Proceed		TBD

\$354,000
CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. 3623-DW

Closing Date: June 23, 2016

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 17-01 adopted January 18, 2017
2. Resolution No. 17-14, adopted May 17, 2017, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Las Vegas Optic*
3. Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement
4. General and No Litigation Certificate
5. Right-of-Way Certificate
6. Delivery, Deposit and Cross-Receipt Certificate
7. Pledged Revenue Certificate
8. Opinion of Counsel to the City
9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority

TRANSCRIPT DISTRIBUTION LIST

City of Las Vegas, New Mexico
New Mexico Finance Authority
Sutin, Thayer & Browne A Professional Corporation

CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION NO. 17-14

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$354,000, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$265,500, FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit “A” to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Resolution and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Resolution have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the Mayor, City Manager, Finance Director and City Clerk of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Resolution.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Resolution including the Loan Agreement.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Vegas, San Miguel County, New Mexico.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water

services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on the Loan Agreement as shown on the Term Sheet.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$265,500.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$88,500.

“Maximum Principal Amount” means \$354,000.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described in Exhibit "A" to the Loan Agreement.

"Project" means the project described in the Term Sheet.

"Resolution" means this Resolution No. 17-14 adopted by the Governing Body of the Governmental Unit on May 17, 2017, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

B. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

C. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described in Exhibit “A” to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of \$88,500 and interest thereon, and to accept a loan subsidy in the amount of \$265,500 and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of \$354,000. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

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

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the

Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest,

Administrative Fees, and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Resolution.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the Closing Date, the provisions of this Resolution may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this

Resolution. After the Closing Date, this Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Closing Date, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the City Manager and City Clerk, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Summary of Resolution for Publication.]

City of Las Vegas, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 17-14, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on May 17, 2017. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

The title of the Resolution is:

CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION NO. 17-14

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$354,000, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$265,500, FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas, New Mexico through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17TH DAY OF MAY, 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Mayor Tonita Gurulé-Girón

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (_____) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of other matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Mayor Tonita Gurulé-Girón

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN MIGUEL)

I, Casandra Fresquez,, the duly appointed, qualified, and acting City Clerk of the City of Las Vegas, New Mexico (the “Governmental Unit”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the “Governing Body”), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held at 1700 North Grand Avenue, Las Vegas, New Mexico, on May 17, 2017, at the hour of 6:00 p.m., insofar as the same relate to the adoption of the Resolution and the execution and delivery of the proposed Loan Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body’s Open Meetings Resolution No. 17-01 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of May 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

[SEAL]

By _____
Casandra Fresquez, City Clerk

EXHIBIT "A"

Notice and Agenda of Meeting

\$354,000 Maximum Principal Amount

**DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT**

dated

June 23, 2017

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

**CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO**

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated as of June 23, 2017, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority"), and the **CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the "Department") has determined that the Governmental Unit's Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems prior to disbursement of any proceeds of the Loan for construction; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund, the Finance Authority has found and determined that the Project meets all applicable requirements of the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a severely disadvantaged community under the Intended Use Plan in that its median annual household income is \$21,539, which is less than 90% of the State median annual household income of \$44,927, and it has an affordability ratio determined as provided in the Intended Use Plan greater than .015; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of \$354,000 which amount shall be available for disbursement to the Governmental Unit to pay costs of the Project.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to this Loan Agreement, together with the required supporting documentation set out in Exhibit “C” submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

“Authorized Officers” means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director and City Clerk thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

“Drinking Water Fundable Priority List” means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Loan Agreement including the Resolution.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the United States Environmental Protection Agency.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Finance Authority Act” means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

“Independent Accountant” means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intended Use Plan” means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

“Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Interim Period” means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

“Interim Loan Agreement Payment Schedule” means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit “B”.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit “B,” or in the Final Loan Agreement Payment Schedule.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$265,500.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$88,500.

“Maximum Principal Amount” means \$354,000.

“Memorandum of Understanding” means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

“Operating Agreement” means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Parity Obligations” means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable

from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Services; and (iv) the State Treasurer’s short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit “B” attached to this Loan Agreement.

“Project” means the project(s) described on the Term Sheet.

“Resolution” means Resolution No. 17-14 adopted by the Governing Body of the Governmental Unit on May 17, 2017, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

“Safe Drinking Water Act” means 42 U.S.C. §§ 300f et seq.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

“Service Area” means the area served by the System, whether situated within or without the limits of the Governmental Unit.

“State Environmental Review Process” or “SERP” means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of this Loan Agreement.

“Term Sheet” means Exhibit “A” attached to this Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

“Utility Revenue Bonds” means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit.
The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Loan Agreement and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and laws of the State, including specifically Sections 3-1-1 through 3-66-11, NMSA 1978, as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%), and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System. The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant. The Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.

(b) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.

(c) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

(d) Right to Inspect. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.

(e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.

(f) Billing Procedure. Bills for water services or facilities, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

(h) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(i) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.

(j) Alienating System. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.

(k) Management of the System. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of water and wastewater utility systems to assist in the management of the System so long as such default continues.

(l) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(m) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Loan Agreement and the proper segregation and application of the Gross Revenues.

(n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.

Section 2.3 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by

which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement

Payments, assuming the disbursement of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the

Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:

(A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided

hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse

moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

(h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

(l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)."

(n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 First Lien Status. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Las Vegas
Attn: Finance Director
1700 North Grand Avenue
Las Vegas, New Mexico 87701

If to the Finance Authority, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the Finance Authority is

hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on October 27, 2016, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan Counsel to the Finance Authority

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Richard Trujillo, City Manager

ATTEST:

By _____
Casandra Fresquez, City Clerk

Corinna Laszlo-Henry, City Attorney
Approved as to Legal Sufficiency Only

EXHIBIT "A"

TERM SHEET

LOAN NO. 3623-DW
TO THE CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

Governmental Unit: City of Las Vegas, New Mexico

Project Description: A water system improvement project, to include, but not limited to: a new water line on Grand Avenue and a pressure zone adjustment.

Pledged Revenues: Net Revenues

Currently Outstanding Parity Obligations for Pledged Revenues: New Mexico Finance Authority Drinking Water Loans:
No. 2727-DW, maturing in 2034,
No. 2878-DW, maturing in 2035,
No. 2910-DW, maturing in 2035,
No. 2911-DW, maturing in 2035,
No. 3046-DW, maturing in 2035,
No. 3043-DW, maturing in 2036;
No. 3057-DW, maturing in 2038; and
No. 3622-DW maturing in 2039.

Currently Outstanding Senior Obligations: None

Currently Outstanding Subordinate Obligations: New Mexico Finance Authority Water Trust Board Loans:
No. 0197-WTB, maturing in 2031,
No. 0218-WTB, maturing in 2031,
No. 0219-WTB, maturing in 2031,
No. 0251-WTB, maturing in 2031 and
No. 0286-WTB, maturing in 2031.

Authorizing Legislation: Governmental Unit Resolution No. 17-14 adopted May 17, 2017.

Closing Date: June 23, 2017

Interest Rate: .25% (which includes the Administrative Fee)

Maximum Forgiven Program Fund Component: \$265,500

Maximum Repayable Program Fund Component: \$88,500

Aggregate Program Fund Amount: \$354,000

Maximum Principal Amount: \$354,000

Subsidy Percent: The maximum funds available for subsidy are \$265,500 (approximately 75%).

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$354,000 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")

TO: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Loan Servicing

LOAN NO. 3623-DW

CLOSING DATE: June 23, 2017

You are hereby authorized to disburse to the City of Las Vegas or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		<input type="checkbox"/> Interim Request <input type="checkbox"/> Final Request
AMOUNT OF PAYMENT:	\$	

PURPOSE OF PAYMENT:

This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a

<input type="checkbox"/> SBE (Small Business Entrepreneur)	<input type="checkbox"/> MBE (Minority Business Entrepreneur)	<input type="checkbox"/> WBE (Women owned business Entrepreneur)	<input type="checkbox"/> N/A
--	---	--	------------------------------

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Las Vegas, New Mexico is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Las Vegas, New Mexico understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer

(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: \$354,000 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")

Loan No. 3623-DW

Closing Date: June 23, 2017

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

City of Las Vegas, New Mexico, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan was \$ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By: _____
Its: _____

\$354,000
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
No. 3623-DW

STATE OF NEW MEXICO)
) ss. GENERAL AND NO LITIGATION
COUNTY OF SAN MIGUEL) CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting City Manager and City Clerk for the City of Las Vegas (the "Governmental Unit") in the County of San Miguel and the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 17-14 adopted on May 17, 2017 (the "Resolution"), unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under the laws of the State, its full name being the "City of Las Vegas."

2. The Governmental Unit was established in the year 1972.

3. From at least January 1, 2017 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor: Tonita Gurulé-Girón

Councilors: David Ulibarri
 Vince Howell
 Barbara Casey
 David Romero

Finance Director: Ann Marie Gallegos

City Manager: Richard Trujillo

City Clerk: Casandra Fresquez

City Attorney: Corinna Laszlo-Henry

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge and belief after due investigation, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution have occurred and are continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or to any of the actions required to be taken by the Resolution or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. None of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Loan Agreement without the prior written approval of the Finance Authority.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no

representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief after due investigation, neither the City Manager, the City Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held at 1700 North Grand Avenue, Las Vegas, New Mexico, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 17-01 adopted and approved by the Governing Body on January 18, 2017, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 17-01 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Resolution was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 17-01.

22. The City Manager and City Clerk, on the date of the signing of the Loan Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

23. This Certificate is for the benefit of the Finance Authority.

24. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[Signature page follows.]

WITNESS our signatures and the seal of the Governmental Unit this 23rd day of June 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Richard Trujillo, City Manager

[SEAL]

By _____
Casandra Fresquez, City Clerk

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\$354,000
DRINKING WATER REVOLVING LOAN FUND LOAN
TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
BY THE NEW MEXICO FINANCE AUTHORITY
LOAN NO. 3623-DW

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Las Vegas (the "Governmental Unit"), a New Mexico municipality in the County of San Miguel and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Governmental Unit has acquired and presently holds title to or continuous and adequate rights-of-way on public and private lands needed, if any, for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan made by New Mexico Finance Authority (the "Project") and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Governmental Unit has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached right of way maps and/or plats shows the location and description of all land and rights-of-way needed for the Project, including all lands acquired for the Project by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions: _____

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Las Vegas, New Mexico as of this 23rd day of June, 2017.

Corinna Laszlo-Henry
Attorney for the City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

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\$354,000
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. 3623-DW

STATE OF NEW MEXICO)
) ss. DELIVERY CERTIFICATE AND
COUNTY OF SAN MIGUEL CROSS-RECEIPT

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen and qualified City Manager and City Clerk of the City of Las Vegas, New Mexico (the "Governmental Unit"):

1. On the date of this Certificate, the Governmental Unit executed and delivered or caused to be executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement in the Maximum Principal Amount of \$354,000 (the "Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority") to the Finance Authority, the purchaser of the Loan Agreement, as authorized by Governmental Unit Resolution No. 17-14, adopted by the Governmental Unit on May 17, 2017 (the "Resolution") relating to the execution and delivery of the Loan Agreement.

2. The undersigned acknowledge that the Aggregate Program Amount, as defined in the Loan Agreement, is available for disbursement to the Governmental Unit pursuant to the terms of Section 4.2 of the Loan Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "C" to the Loan Agreement, with supporting documentation as provided in the Loan Agreement, and will be used as set forth in the Resolution and the Loan Agreement.

WITNESS our hands this 23rd day of June, 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By _____
Richard Trujillo, City Manager

By _____
Casandra Fresquez, City Clerk

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, the duly qualified and acting Chief Executive Officer of the Finance Authority, that the Finance Authority has, on the date of this Certificate received from the City of Las Vegas, New Mexico, the Loan Agreement for Project No. 3623-DW.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Officer

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WHEREAS, the Governmental Unit, pursuant to Resolution No. _____ adopted on _____ (the "3043-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3043-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$888,800. The 3043-DW Loan Agreement" is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 16-39 adopted on October 19, 2016 (the "3570-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3570-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$151,500. The 3570-DW Loan Agreement" is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. _____ adopted on May 17, 2017 (the "3622-DW Resolution"), is scheduled to execute and deliver on June 23, 2017, its New Mexico Finance Authority Drinking Water State Revolving Fund Loan and Subsidy Agreement in the aggregate principal amount of \$600,000 for the purpose of water system improvements (the "3622-DW Loan Agreement") payable from the Pledged Revenues, as set forth in the 3622-DW Loan Agreement;

WHEREAS, the Governmental Unit, pursuant to Resolution No. _____ adopted on May 17, 2017 (the "3623-DW Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Drinking Water State Revolving Fund Loan and Subsidy Agreement in the aggregate principal amount of \$354,000 for the purpose of water system improvements (the "3623-DW Loan Agreement") payable from the Pledged Revenues, as set forth in the 3623-DW Loan Agreement;

WHEREAS, Section 5.4, the "Additional Parity Obligations Payable from Pledged Revenues" of the 2727-DW Loan Agreement, the 2878-DW Loan Agreement, the 2910-DW Loan Agreement, the 2911-DW Loan Agreement, the 3043-DW Loan Agreement [**need to confirm with NMFA**], the 3046-DW Loan Agreement, and the 3570-DW Loan Agreement (collectively, the "Parity Loan Agreements") provides as follows:

"Section 5.4. Additional Parity Obligations Payable From Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred thirty percent (130%), of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement.

WHEREAS, the 3622-DW Loan Agreement imposes the same limitations on additional parity obligations as the Parity Loan Agreements, but utilizes a coverage limitation in the amount of one hundred twenty percent (120%) instead of one hundred thirty percent (130%).

* * *

WHEREAS, the combined principal and interest on the outstanding Parity Loan Agreements coming due in each Fiscal Year to their last principal payment dates is as follows:

Parity Loan Agreements Debt Service Requirements

Fiscal Year Ending	Total Payment
2018	\$101,525
2019	105,507
2020	109,818
2021	109,812
2022	109,804
2023	109,798
2024	109,789

2025	109,784
2026	109,775
2027	109,767
2028	109,759
2029	109,751
2030	109,744
2031	109,736
2032	97,292
2033	94,284
2034	94,285
2035	76,465
2036	24,566
2037	8,735
2038	8,734
2039	4,542

WHEREAS, the principal and interest on the 3622-DW Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

3622-DW Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Total Payment
2017	0	
2018	0	
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

2039		
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WHEREAS, the principal and interest on the 3623-DW Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

3623-DW Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Total Payment
2017	0	
2018	0	
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
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2034		
2035		
2036		
2037		
2038		
2039		

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the 2727-DW Ordinance, the 2878-DW Ordinance, the 2910-DW Ordinance, the 2911-DW Ordinance, the 3043-DW Resolution, the 3046-DW Resolution and the 3570-DW Resolution authorizing the execution and delivery of the Parity Loan Agreements, and the 3622-DW Resolution authorizing the execution and delivery of the 3622-DW Loan Agreement, and the 3623-DW Resolution authorizing the execution and delivery of the 3623-DW Loan Agreement and with the provisions of the Parity Loan Agreements, the 3622-DW Loan Agreement and the 3623-DW Loan Agreement.

2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.

3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.

4. The Governmental Unit is not, and has not been in default as to making any payments on the Parity Loan Agreements, nor under any of the covenants or requirements of the Parity Loan Agreements.

5. The 3623-DW Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding Parity Loan Agreements.

6. The fiscal year immediately preceding the date of the 3623-DW Loan Agreement is the period commencing on July 1, 2015 and ending in June 30, 2016.

7. The Pledged Revenues for the fiscal year ended 2016 are fairly stated at \$935,303.

8. The combined maximum Aggregate Annual Debt Service Requirements on the Parity Loan Agreements, the 3622-DW Loan Agreement and the 3623-DW Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year _____ and is \$ _____. One hundred thirty percent (130%) of such amount is \$ _____.

9. The Pledged Revenues of \$ _____ (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 3623-DW Loan Agreement were sufficient to pay an amount representing 130% of the combined maximum Aggregate Annual Debt Service Requirements of \$ _____ on the Parity Loan Agreements, the 3622-DW Loan Agreement and the 3623-DW Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the 3623-DW Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 3623-DW Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the Parity Loan Agreements and the 3622-DW Loan Agreement.

(Signature Page Follows)

WITNESS our hands this 23rd day of June, 2017.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Richard Trujillo, City Manager

By: _____
Ann Marie Gallegos, Finance Director

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[Letterhead for Borrower's Counsel]

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Las Vegas, San Miguel County, New Mexico
\$354,000 Loan No. 3623-DW

I am the Attorney for the City of Las Vegas, New Mexico, with regard to the above-referenced Loan. I am licensed to practice law and am in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, City of Las Vegas, New Mexico (the "Governmental Unit"), understanding that the Lender, New Mexico Finance Authority (the "Finance Authority"), is relying on all representations by me on behalf of my client and, but for these representations, the Loan would not be approved.

I hereby certify that I have examined:

- (1) The City of Las Vegas, Water Project, Drinking Water State Revolving Loan Fund Application, dated August 5, 2016, and the Finance Authority Board Approval, for Project No. 3623-DW, for the City of Las Vegas, San Miguel County, dated October 27, 2016, relating to the project (herein the "Project"), as more specifically defined in the Loan and Subsidy Agreement dated June 23, 2017 (the "Loan Agreement");
- (2) The incorporation documents creating the Governmental Unit;
- (3) The most recent Annual Open Meetings Resolution (as well as the underlying proceedings) adopted by the Governmental Unit;
- (4) The proceedings of the City Council, the governing body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;
- (5) Relevant corporate proceedings of the Governmental Unit from at least January 1, 2017 to the date hereof, including, without limiting the generality of the foregoing, the corporate action of the Governmental Unit relating to (a) the election or appointment of its City Manager, City Council and City Clerk; (b) the adoption of ordinances and resolutions governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the

Project, in part, with a loan made by the Finance Authority; (f) the Resolution of the City Council dated May 17, 2017 (the "Resolution") authorizing the City Manager and City Clerk to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;

- (6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit's Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be constructed.

Based upon my examination of the foregoing, I am of the opinion that:

- A. The Governmental Unit is a duly organized and existing incorporated municipality in good standing under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The officials and appointees of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.
- D. The Governmental Unit has corporate power:
 - (1) to construct and install the Project proposed to be constructed and installed by the Governmental Unit;
 - (2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;
 - (3) to perform all acts required by such Loan documents to be done by it; and
 - (4) to own and operate and maintain the Project during its useful life.
- E. All proceedings of the Governmental Unit, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in

any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

- G. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 17-01 (the "Open Meetings Act Resolution"), as adopted and approved by the Governmental Unit on January 18, 2017, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.
- H. To the best of my knowledge and belief after due investigation, no event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution has occurred and is continuing on the date of this Certificate.
- I. The Governmental Unit has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.
- J. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or any of the actions required to be taken by the Resolution or the Loan Agreement to the date of this Certificate have been obtained and are in full force and effect.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the project have been obtained and are in full force and effect.
- L. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to my knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit, (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.
- N. To the best of my knowledge and belief after due investigation, there are no recorded liens of any nature whatsoever affecting the title to any real or personal property that will be acquired with the proceeds of the Loan Agreement.
- O. No legal proceedings have been instituted or are pending, and to the best of my knowledge none are threatened, whether or not the Governmental Unit is named as a party in such proceedings, which would affect the Governmental Unit's interest in the property upon which the Project will be located, and there are no judgments against the Governmental Unit and no liens against any of the real or personal property of the Governmental Unit or other entity on which the Project will be located.
- P. The Governmental Unit has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Governmental Unit now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- Q. The Governmental Unit has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 23rd day of June, 2017.

Corinna Laszlo-Henry
Attorney for City of Las Vegas, New Mexico

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

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LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)

ROBERT G. HEYMAN (Of Counsel)
DEREK V. LARSON (Of Counsel)
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BENJAMIN E. THOMAS
TIMOTHY R. VAN VALEN
L. CURTIS VERNON

6100 UPTOWN BLVD NE, SUITE 400
ALBUQUERQUE, NEW MEXICO 87110
POST OFFICE BOX 1945
ALBUQUERQUE, NEW MEXICO 87103
505-883-2500
FAX 505-888-8565

150 WASHINGTON AVE, SUITE 210
SANTA FE, NEW MEXICO 87501
POST OFFICE BOX 2187
SANTA FE, NEW MEXICO 87504
505-988-5521
FAX 505-982-5297

WWW.SUTINFIRM.COM

June 23, 2017

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

City of Las Vegas, New Mexico
1700 North Grand Avenue
Las Vegas, New Mexico 87701

Re: \$354,000 Loan to City of Las Vegas, San Miguel County,
New Mexico, 3623-DW

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority in connection with the \$354,000 loan and subsidy agreement dated June 23, 2017 (the "Loan Agreement") by and between the City of Las Vegas, San Miguel County, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority (the "Finance Authority"). The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Governmental Unit's Resolution No. 17-41, adopted on May 17, 2017 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for a water system improvement project for the Governmental Unit (the "Project"), as described in the Loan Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

June 23, 2017

Page 2

1. The Resolution is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Governmental Unit, as described in the Loan Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien on the distribution on the Pledged Revenues on a parity with the lien thereon of other outstanding obligations secured by the Pledged Revenues and senior to the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the terms of the Loan Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

June 23, 2017
Page 3

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/28/17

DEPT: Utilities Dept.

MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Award request for bids #2017-15 for the East Loop Segment B project to Hays Plumbing and enter into agreement.

BACKGROUND/RATIONALE: The City of Las Vegas Utilities department went out for sealed bids for the East Loop Segment B project. This segment of the project will consist of installing 3200 feet of 8 inch water line from NM highway 250 to North Grand Ave. to include 3 jack and bores.

Advertised: January 25, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website
Bid Opening: February 22, 2017
Number of Bidders: 10 – TLC Plumbing, TRC Construction, Gandy Dancer LLC, A.A.C. Construction, Adame Construction, File Construction, Garcia Underground Inc., New Image Construction, Hays Plumbing, Total Contracting, (See attached bid tabulation)
Funding Source: City Funding
Budget Line Item: 646-0000-650-8762

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: East Loop Waterline Segment B
PROJECT NUMBER: UT-WFD-2013-2
PROJECT MANAGER: Benito Lujan

ENGINEER: Molzen Corbin
CONTRACT NUMBER: 2673-13

PROJECT DESCRIPTION: To install 3200 feet of 8 inch Waterline from N.M. 250 to North Grand Ave, Including 3 Jack and Bores.

ACTION TIMELINE: July-Nov 2017

ENGINEER/CITY ESTIMATE: \$352,227

Planned FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date	Est. BAL to Expend in '17/18
City \$ 395,000	Design \$ 30,000	Design \$30,000	Design \$ 0
State \$ 0	Engr Services \$ 19,000	Engr Services \$ 0.00	Engr Services \$ 19,000
Federal \$0.00	Construction \$346,000	Const \$ 0.00	Construction \$ 268,080
Total Funds \$395,000	Total Estimated \$395,000	Total \$30,000	Total \$ 287,080

BUDGETED AMOUNT: \$344,000

LINE ITEM NUMBER: 646-0000-650-8762

ACTION	DESCRIPTION	DATE
Funding Source	CITY	
Loan/Grant/City	City \$344,000 Grant \$ 0 Loan \$ 0 Total \$344,000	FY 18 Budget
Authorized Resolution		NA
RFP	101-18	2013
Engineering Services Agreement	Contract#2673-13	2013
Engineering Estimate	Total Engineer's Estimate \$ 352,226.73	2016
Bid Document Review	Bid #2017-15	Jan 9 17
Advertisement	ABQ, LV, Website	Jan 25 17
Bid Opening	LV Purchasing Office	Feb 22 17
Bid Tabulation	Contractor <u>Hays</u> Amount \$268,080.16 Contractor <u>File const</u> Amount \$299,757.75 Contractor <u>New Image</u> Amount \$304,168.37 Contractor <u>Garcia Underground</u> Amount \$318,375.50 Contractor <u>Adame</u> Amount \$339,928.14 Contractor <u>TRC Const</u> Amount \$353,210.67 Contractor <u>Total Contracting</u> Amount \$385,309.70 Contractor <u>TLC</u> Amount \$433,594.04 Contractor <u>Gandy Dancer</u> Amount \$443,956.68 Contractor <u>AAC Const</u> Amount \$458,998.76	Mar 6 17
Construction Estimate	Contractor Share \$ 268,080.16 (Including NMGR) (Including NMGR) City Share \$ 0	
Engineer's Recommendation	Hays	Mar 6 17
Staff Recommendation	Hays	Mar 13 17
Committee Recommendation	Schedule for next UAC meeting	May 9 17
Council Approval	Scheduled for Work Session and Regular Session	May 17 17
Notice To Proceed		TBD

MOLZENCORBIN

May 4, 2017

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

**RE: Information for Consideration of Award
East Loop Segment B Water Line**

LVG140-11

Dear Mr. Cordova:

The City of Las Vegas received ten (10) Bids on February 22, 2017 for the East Loop – Segment B Water Line Project. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hays Plumbing in the amount of \$247,316.00, excluding NMGRT and \$268,080.16, including NMGRT.

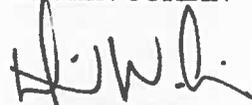
Hays Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF98, GA01, GF 09, E101, ES02, with License No. 8243.

Should the City decide to award the project to Hays Plumbing, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me or Mr. Clayton H. Ten Eyck, P.E. at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Douglas W. Albin

DWA:ptm
Enclosures

cc: Ms. Maria Gilvarry, City of Las Vegas
Mr. Clayton Ten Eyck, P.E. Molzen Corbin
Mr. Jonah Ruybalid, P.E. Molzen Corbin

BID EVALUATION SUMMARY
 BID DATE: February 22, 2017
 ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas
 PROJECT: EAST WATERLINE LOOP- PHASE B

	Hay's Plumbing & Heating, Inc.	File Construction LLC	New Image	Garcia Underground, Inc.	Adame	TRC Construction, Inc.	Total Contracting Services, Inc.
Bid Signed?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	379720	366062	81430	367697	87667	86999
NMDWFS Registration No.	002369720111209	03008620130916	03025920140321	0115152009091	0022404200110516	002201920110314	
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, GA01, GF09, E101, ES02	GB02, GB98, GF05, GF07, GF09, MM01	GF09, GB98	GF09	GF09, GS04	GB98, GF09, GF08, EE98	GB98, GF09, MM01
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	DH Underground, 814 Solutions	DH Underground	DH Underground	DH Underground	No Subs	No Subs	DH Underground
Are subcontractors registered with NMDWFS	Yes	Yes	Yes	Yes	N/A	N/A	Yes
Verification of Bid Bond	Western Surety NAIC# 13188 with the underwriting limitation of \$131,504,000.00	Westfield Insurance Company NAIC# 24112 with the underwriting limitation of \$109,244,000.00	Philadelphia Indemnity Insurance Company NAIC# 18058 with the underwriting limitation of \$204,752,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	The Ohio Casualty Insurance Company NAIC# 24074 with the underwriting limitation of \$153,699,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Base Bid exclusive of NMGR	\$247,316.00	\$276,540.00	\$280,609.00	\$293,715.72	\$313,599.00	\$325,852.73	\$355,463.00
Resident Contractor- 5%	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Resident Veteran Contractor	No	No	No	No	No	No	No
Amount with Preferences	\$234,950.20	\$262,713.00	\$266,578.55	\$279,029.93	\$297,919.05	\$309,560.09	\$337,689.85
Bid Amount Correct?	Yes	Yes	Yes	Yes	Yes	Yes	No- \$355,465.33

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

$$\begin{array}{r}
 234,950.20 \\
 + 19,725.94 \\
 \hline
 \$254,676.14
 \end{array}$$

$$\begin{array}{r}
 8.3958 \\
 19,725.94 \\
 \hline
 \text{GRT?}
 \end{array}$$

BID EVALUATION SUMMARY

BID DATE: February 22, 2017

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: EAST WATERLINE LOOP- PHASE B

	TLC	Gandy Dancer	A.A.C. Construction, LLC
Bid Signed?	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes
Contractor's License No noted in Bid	51429	358418	361394
NMDWFS Registration No.	0191742011629	28504817852016	03058720140922
Verification of Contractor's License and Classifications per NM Construction Industries	GA98, GB98, GF98, MM98, EE98	GA98, GB98, GF04, GF06, GF09, GS05, GS08, GS15	GB98, GA98, MM02, GF01, GF03, GF04, GF05, GF07, GF08, GF09
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes
Subcontractor listed in Bid	DH Underground	DH Underground, SW Safety Services	No Subs
Are subcontractors registered with NMDWFS	Yes	Yes	N/A
Verification of Bid Bond	Great American Insurance Company NAIC# 16691 with the underwriting limitation of \$152,110,000.00	Merchants Bonding Company	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes
Base Bid exclusive of NMGRT	\$400,010.00	\$409,570.00	\$423,447.00
Resident Contractor- 5%	Yes	Yes	Yes
Resident Veteran Contractor	No	No	No
Amount with Preferences	\$380,009.50	\$389,091.50	\$402,274.65
Bid Amount Correct?	Yes	Yes	Yes

3/16/17
 3/16/17
 City of Las Vegas

3/16/17

Item No.	Description	Unit	Qty	Engineer's Estimate		Ely's Plumbing & Heating, Inc.		FBI Construction, LLC		New Image		Gorda Underground, Inc.		Adams		TBC Construction, Inc.		Tudor Contracting Services, Inc.		TLC		Goody Danner		A.A.C. Construction, LLC			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Shut and Run No. 1, including Check, Control Pans, and Bypass, CIP	LA	1	\$40,000.00	\$40,000.00	\$31,700.00	\$31,700.00	\$31,700.00	\$31,700.00	\$21,277.00	\$21,277.00	\$21,277.00	\$21,277.00	\$44,000.00	\$44,000.00	\$27,112.00	\$27,112.00	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00
2	Shut and Run No. 2, including Check, Control Pans, and Bypass, CIP	LA	1	\$30,000.00	\$30,000.00	\$14,707.00	\$14,707.00	\$14,707.00	\$14,707.00	\$22,177.00	\$22,177.00	\$22,177.00	\$22,177.00	\$22,000.00	\$22,000.00	\$18,250.00	\$18,250.00	\$18,250.00	\$18,250.00	\$18,250.00	\$18,250.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00
3	Shut and Run No. 3, including Check, Control Pans, and Bypass, CIP	LA	1	\$30,000.00	\$30,000.00	\$14,707.00	\$14,707.00	\$14,707.00	\$14,707.00	\$22,177.00	\$22,177.00	\$22,177.00	\$22,177.00	\$22,000.00	\$22,000.00	\$18,250.00	\$18,250.00	\$18,250.00	\$18,250.00	\$18,250.00	\$18,250.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,000	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00	\$11.00	\$22,000.00
5	8" PVC Water Line, including Trenching and Backfilling	LF	4	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00
6	8" CPVC Water Line, including Trenching and Backfilling	LF	150	\$45.00	\$6,750.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00
7	Installed to existing water line	SA	4	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00
8	Asphalt record and replacement	SY	300	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00	\$70.00	\$21,000.00
9	Professional Construction Changes	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
10	Subcontract of Underground Utility Allowance	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
11	Trailing Allowance	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Subtotal				\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	\$234,000.00	
Grand Total Bid \$ 2,000,000.00				\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	

| Per Bidder's Estimate |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Yes | No | Yes |

I hereby certify that the above figures are the ones as shown submitted in the Bid Proposals except for corrected items marked with an (*)

Clayton H. Tye 3/16/17
 Clayton H. Tye, Esq., P.E.
 Date

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2 a. 11 am Feb 22,
2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or
other designated area at the City Offices; ON THE FOLLOWING:

East Loop Segment B

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the
following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

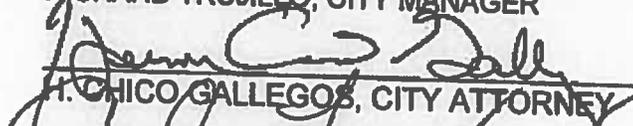
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at
the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

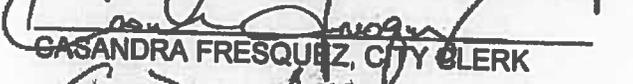
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New
Mexico 87701; with the envelope marked: East Loop Segment B, Opening No.
2017-15; on the lower left-hand corner of the submitted envelope. It shall be the
responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and
time set for the bid request. If the mail or delivery of bid request is delayed beyond the
opening date and time, bid thus delayed will not be considered. A public opening will be held
and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,


RICHARD TRUJILLO, CITY MANAGER


H. CHICO GALLEGOS, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-15

Date Issued: Jan 13, 2017

Date Issued: Jan 13, 2017

Published: Las Vegas Optic Jan 25, 2017

City website: www.lasvegasnm.gov

Albuquerque Journal Jan 25, 2017

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): East Loop Segment B

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF }

COUNTY OF }

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

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

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Feb 22, 2017 at 11:00 a.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for January, 2017. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and three (3) copies of Bid documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

Original Bid

BID

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop – Segment B

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, @IP	LS	1	\$	\$
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, @IP	LS	1	\$	\$
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, @IP	LS	1	\$	\$
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$	\$
5	8" Gate Valves w/Box	EA	4	\$	\$
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$	\$
7	Connect to Existing Water Line	EA	4	\$	\$
8	Asphalt removal and replacement	SY	900	\$	\$
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$

NMGRT @ 8.3958% \$

TOTAL BID AMOUNT \$

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? _____

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number _____

New Mexico Department of Workforce Solutions Registration Number _____

License Classifications _____

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? _____

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: () _____

FAX NUMBER: () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: _____

NEW MEXICO CONTRACTORS LICENSE NO. _____

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I, _____, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Signature

Date

Title (Position)

BID BOND

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
 Business Address _____

 Phone Number _____
 E-mail Address _____
 Federal Identification No. (FEIN #) _____
 New Mexico Contractor's License No. _____
 License Categories _____
 New Mexico Dept. of Workforce Solutions Registration No. _____
 (list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
 Business Address _____

 Phone Number _____
 E-mail Address _____
 Federal Identification No. (FEIN #) _____
 New Mexico Contractor's License No. _____
 License Categories _____
 New Mexico Dept. of Workforce Solutions Registration No. _____
 (list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

_____ Date: _____

Duplicate, complete, and submit additional sheets as required.

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 22-Feb-2017

TIME: 11:00 AM

OPENING NO.: 2017-15

DEPARTMENT: UTILITIES

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

ITEM(S): East Loop Segment B

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
TLC Plumbing & Utility	433,594.04	✓	✓	✓
TRC Construction Inc	353,210.47	✓	✓	✓
Gandy Dancer, LLC	443,956.68	✓	✓	✓
A.A.C. Construction LLC	458,998.76	✓	✓	✓
Adame Construction Inc	339,928.14	✓	✓	✓
File Construction LLC	299,757.75	✓	✓	✓
Garcia Underground Incorporated	318,375.50	✓	✓	✓
New Image Construction Inc	304,168.37	✓	✓	✓
Hays Plumbing	268,080.16	✓	✓	✓
Total Contracting Services Inc.	385,307.00	✓	✓	✓

COMPANY REPRESENTATIVE

COMPANY NAME

<i>[Signature]</i>	CU - UTILITIES
<i>[Signature]</i>	MALZEN-CARRIN
<i>[Signature]</i>	City of Las Vegas
<i>[Signature]</i>	HAYS P/H
Garcia Underground Inc	John Garcia
Garcia Underground Inc.	Sandra Garcia
Andrew Sison	A.A.C. Construction LLC
<i>[Signature]</i>	City of Las Vegas Purchasing
<i>[Signature]</i>	City of LV - Inventory
<i>[Signature]</i>	City of LV - Finance

ORIGINAL TAKEN BY: _____

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 2/22/17

DATE: _____
RE-TAKEN BY: S. Fe 1
DATE: 2-27-17

BID FORM

RECEIVED
FEB 23 2017
11:08 AM
CITY OF LAS VEGAS

PROJECT IDENTIFICATION: East Waterline Loop - Segment B

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42000. ⁰⁰	\$ 42000. ⁰⁰
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 24000. ⁰⁰	\$ 24000. ⁰⁰
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 75000. ⁰⁰	\$ 75000. ⁰⁰
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 64.	\$ 159360. ⁰⁰
5	8" Gate Valves w/Box	EA	4	\$ 2500. ⁰⁰	\$ 10000. ⁰⁰
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 150	\$ 22650. ⁰⁰
7	Connect to Existing Water Line	EA	4	\$ 2000	\$ 8000. ⁰⁰
8	Asphalt removal and replacement	SY	900	\$ 10	\$ 9000. ⁰⁰
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 400910.⁰⁰

NMGRT @ 8.3958% \$ 33,584.⁰⁴

TOTAL BID AMOUNT \$ 433,594.⁰⁴

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
- E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
- F. Bidder Information (page BID-14)
- G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: TLC Company Inc. (SEAL)

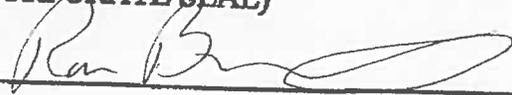
State of Incorporation: New Mexico

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

By: X 
(Signature – attach evidence of authority to sign)

Name (typed or printed): Dale Armstrong

Title: President
(CORPORATE SEAL)

Attest X 

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5000 Edith Blvd NE
Albuquerque, NM 87107

Phone No. 505-761-9696 Fax No. 505-761-5559

E-mail tcovel@tlcplumbing.com

SUBMITTED on February 22, 20 17.

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 51429

New Mexico Department of Workforce Solutions Registration Number 0191742011629

License Classifications GA98, GB98, GF98, MM98, EE98

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0410487

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-226090-000

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: TLC Company Inc.

AUTHORIZED AGENT: Dale Armstrong - President

ADDRESS: 5000 Edith Blvd NE, Albuquerque, NM 87107

TELEPHONE NUMBER: (505) 761-9696

FAX NUMBER: (505) 761-5559

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: L0057474000

NEW MEXICO CONTRACTORS LICENSE NO. 51429 GA98, GB98, GF98, MM98, EE98

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

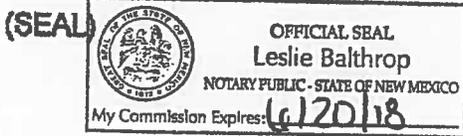
STATE OF New Mexico

COUNTY OF Bernalillo

I, Dale Armstrong, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract

X
[Signature]
Signature

Subscribed and sworn to before me, this 22nd day of February, 2017.



[Signature]
Notary Public Signature
My Commission Expires: June 20, 2018

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

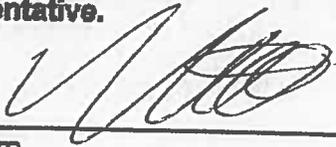
Signature

Date

Title (Position)

-OR-

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

X 

Signature

February 22, 2017

Date

President

Title (Position)

BID BOND

BID BOND

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

BIDDER (Name and Address):

TLC Company, Inc.
5000 Edith NE
Albuquerque, NM 87107

SURETY (Name and Address of Principal Place of Business):

Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

OWNER:

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): East Waterline Loop-Segment B. Las Vegas, NM.

BOND

Bond Number: Bid Bod

Date (Not earlier than Bid due date): February 22, 2017

Penal sum ***Five Percent (5%) of Amount Bid***
(Words)

(\$ -----5%-----)
(Figures)

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

BIDDER

TLC Company, Inc.

Bidder's Name and Corporate Seal

By:

Signature

Dale Armstrong
Print Name

President
Title

Attest:

Signature

Estimator
Title

SURETY

Great American Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

David C. Mitchie
Print Name

Attorney-In-Fact
Title

Attest:

Signature

Client Service Agent
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 14737

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS M. PADILLA	SUSAN D. MARTIN	ALL
SHIRLEY A. TALLEY	E. LARRY LUJAN	\$100,000,000.00
DAVID C. MITCHIE	MICHAEL BYRD	
	ALBUQUERQUE, NEW MEXICO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8TH day of DECEMBER, 2015



Steph L. C. B.
Assistant Secretary

David C. Mitchie
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 8TH day of DECEMBER, 2015

DAVID C. KITCHIN (877-377-2405)

, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of Feb., 2017



Steph L. C. B.
Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Jack & Bore
Estimated Value of Work \$44,000.-
Subcontractor's Name DH Underground Inc.
Business Address P.O. Box 91958
ABQ, NM 87199
Phone Number 505-220-0115
E-mail Address john@dhunderground.com
Federal Identification No. (FEIN #) 85-0452083
New Mexico Contractor's License No. 61581
License Categories GF9
New Mexico Dept. of Workforce Solutions Registration No. 602272520110701e
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

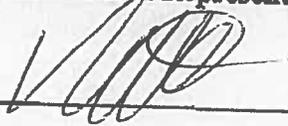
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

x



Date: February 22, 2017

Duplicate, complete, and submit additional sheets as required.

AGREEMENT



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

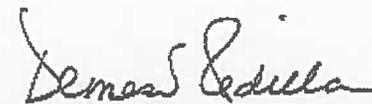
Issued to: **TLC COMPANY INC**

DBA: **TLC PLUMBING & UTILITY**
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107-4125

Expires: **02-Dec-2017**

Certificate Number:

L0057474000



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Blanca Lopez
Secretary

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2500 Central Ave.
Santa Fe, New Mexico 87505

Lisa D. Martinez
Director

This is to certify that **TLC PLUMBING & UTILITY**
PERMITS LICENSE # 1429

located at 500 HUNTER BLVD, ALBUQUERQUE, NM 87107

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

DESS, EL01, CAM, GAB, GED, GF02, GF04, GF05,

And to permit or contract projects valued in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on:

05/17/2008

[Signature]
Contractor

[Signature]
Lisa D. Martinez
Director

This certificate is the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This Certificate is not transferable.

Certificate of Contractor Registration



This is to certify that

TLC Company, Inc.

TLC Plumbing & Utility
5000 EDITH BLVD NE

ALBUQUERQUE, NM, 87107-4125

has registered with the Department of Workforce Solutions

Registration Date: 4/7/2016

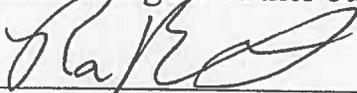
Registration Number: 0191742011629

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

Resolution of the Board of Directors
of
TLC Plumbing & Utility
January 23, 2007

- I. QUORUM A quorum was declared present based on the presence of the following shareholders:
Dale Armstrong
Ronald Burnett
- II. Purpose of the meeting is to authorize Dale Armstrong to enter into agreements of any nature on behalf of the corporation.
- III. As a result of the meeting, Dale Armstrong may enter into any agreements of any nature. Those agreements will bind the corporation.

There being no further business, the meeting was duly adjourned.



Ronald Burnett, Secretary



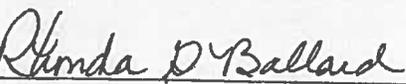
Dale Armstrong, Shareholder

1-23-07
Date



Ronald Burnett, Shareholder

1-23-07
Date



Rhonda D Ballard
Notary

My commission expires:

Jan 23, 2010

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop - Segment B

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 27,812.00	\$ 27,812.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 10,962.00	\$ 10,962.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,425.00	\$ 42,425.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 42.45	\$ 105,700.50
5	8" Gate Valves w/Box	EA	4	\$ 2,579.50	\$ 10,318.00
	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 125.73	\$ 18,985.23
7	Connect to Existing Water Line	EA	4	\$ 1,862.50	\$ 7,450.00
8	Asphalt removal and replacement	SY	900	\$ 58.00	\$ 52,200.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 325,852.73

NMGRT @ 8.3958% \$ 27,357.94

TOTAL BID AMOUNT \$ 353,210.67

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: TRC Construction, Inc. (SEAL)

State of Incorporation: New Mexico
Type (General Business, Professional, Service, Limited Liability): _____

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

Name (typed or printed): Shannon Carter

Title: Vice President
(CORPORATE SEAL)

Attest Aimee Kerach



Affidavit of Authority to Sign for a Company, Corporation or Partnership*

Date: 02/02/2017

We, TRC Construction, Inc.
(Name of Company, Corporation or Partnership)

789 Highway 516
(Street Address)

Flora Vista, NM 87415
(City, State & Zip)

certify that Shannon Carter
(Typed/Printed Name of Individual Granted Authority to Sign for Your Company, Corporation or Partnership)

has the authority to execute title documents on behalf of our company, corporation or partnership for vehicles owned by our company, corporation, or partnership.

Note: An officer, partner or owner of the company, corporation or partnership must sign this form under oath. A copy of grantor's drivers license is required upon initial receipt of this affidavit.

Sworn to and subscribed before me:

This day of, 2nd February 2017
(Day) (Month) (Year)

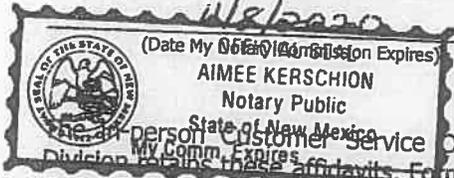
Aimee Kerschion
(Printed/Typed Name of Notary Public)

Aimee Kerschion
(Notary Public's Signature & Notary Seal or Stamp)

Terry Carter
(Printed Name of Officer, Partner or Owner)

Terry Carter
(Signature of Officer, Partner or Owner)

President
(Job Title/Position)



General Information

Operations of the Department of Revenue's Motor Vehicle Title Processing Unit for one (1) year from the date received. The individual granted authority to sign for your company, corporation or partnership must submit two (2) original affidavits, Form T-19, to the Title Processing Unit of the Motor Vehicle Division. The Motor Vehicle Division returns to the individual one (1) original, stamped affidavit, which indicates that it is in our files and valid for one (1) year from the date received. The authorized individual must submit a legible copy of the 'stamped' affidavit, Form T-19, with each set of title documents submitted for processing on behalf of your company, corporation or partnership.

*This form can be electronically completed and printed from the Department of Revenue's web site, www.dor.ga.gov, for signing, notarization and submission in-person only! The address for the Motor Vehicle Division is: Title Processing Window, Motor Vehicle Division, 4125 Welcome All Rd, Atlanta, GA 30349. The in-person Customer Service Operations is open Monday through Friday from 7:30 a.m. to 4:30 p.m. excluding state holidays. Except for the signature, this form must be typed, electronically completed and printed or legibly hand printed in blue or black ink. An authorized representative of the company, corporation or partnership must sign this completed form and enter his/her position or job title with the company, corporation or partnership in the space provided.

Any alteration or correction voids this form.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 789 Nm Highway 516

Flora Vista, New Mexico 87415

Phone No. 505-334-8220 Fax No. 505-334-0815

E-mail rstandfer@trc-construction.com

SUBMITTED on 2/22, 20 17.

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 87667

New Mexico Department of Workforce Solutions Registration Number 002201920110314

License Classifications GB98, GFOA, GFOB, EE98

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

JRC Construction, Inc. (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

CITY OF LAS VEGAS
STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

82-0553052

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS):

02-499939-003

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: TRC Construction, Inc.

AUTHORIZED AGENT: _____

ADDRESS: 789 Nm Highway 576, Flora Vista, Nm 87415

TELEPHONE NUMBER: (505) 334-8220

FAX NUMBER: (505) 334-0815

DELIVERY: Jobsite

STATE PURCHASING RESIDENT CERTIFICATION NO: L0101357520

NEW MEXICO CONTRACTORS LICENSE NO. 87667

BID ITEM(S): All

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

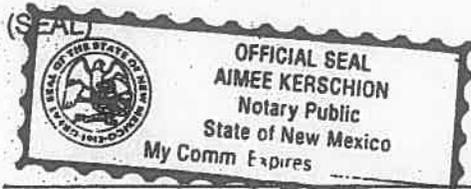
STATE OF NM

COUNTY OF San Juan

I, Shannon Carter of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Shannon Carter
Signature

Subscribed and sworn to before me, this 20th day of February, 2017.



Aimee Kerschion
Notary Public Signature
My Commission Expires: 11/8/2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Shannon Carter

Signature

02/20/17

Date

Vice President

Title (Position)

BID BOND

Bond

KNOW ALL BY THESE PRESENTS, That we, TRC Construction, Inc.

of Flora Vista, NM

(hereinafter called the Principal), as Principal, and The Ohio Casualty

Insurance Company

(hereinafter called the Surety),

as Surety, are held and firmly bound unto City of Las Vegas, NM

(hereinafter called the Obligee) in the penal sum of 5% of Amount Bid

Dollars (5% of Amount Bid)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

East Waterline Loop-Segment B

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 13th day of February, 2017

TRC Construction, Inc.

(Seal)

Principal

Jonah Jones

Witness

Shannon Carter Vice President

Title

The Ohio Casualty Insurance Company

By

Houley

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Certificate No. 7113856

POWER OF ATTORNEY

I, ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angel Medina; Breanna Lucas; Holly Parrish; Jacqueline A. Farmer; Lyie Love; Roy L. Owen; Tamara L. Huntsman

all of the city of FARMINGTON, state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of September, 2015



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of February, 2017



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **TRC CONSTRUCTION, INC.**
PERMANENT LICENSE #87667

Located at: 789 NM HWY 516, FLORA VISTA, NM 87415

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

EE98, GB98, GF08, GF09

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

10/22/2002

Signature of Contractor

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

[Signature]

Pat McMurray
Director

time upon demand. This certificate is not transferable

NOTE: This Certificate is now and shall remain the property

TRC CONSTRUCTION, INC.

LICENSE NUMBER

87667

Qualifying Party(S)
STANDIFERD RON
STANDIFERD RON
CARTER TERRY
ANDERSON NICHOLAS
GRAVES SCOTT

EXPIRES

10/31/2017

CLASSIFICATION(S)
EE98, GB98, GF08, GF09



[Signature]
DIRECTOR

Certificate of Contractor Registration



This is to certify that

TRC Construction Inc

789 NM 516

FLORA VISTA, NM, 87415-9618

has registered with the Department of Workforce Solutions

Registration Date: 2/13/2017

Registration Number: 002201920110314

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **TRC CONSTRUCTION INC**

DBA: **TRC CONSTRUCTION INC**
PO BOX 430
FLORA VISTA, NM 87415-0430

Expires: **18-Feb-2018**

Certificate Number:

L0101357520



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

TRC

CONSTRUCTION, INC.

**PROJECT: EAST LOOP WATERLINE – SEGMENT B
CITY OF LAS VEGAS, NEW MEXICO**

List of Proposed Subcontractors:

1. **Fierro & Company – Engineers & Surveyors**
Survey Staking & Asbuilts
5508 Costa Urede Rd NW
505-352-8930
Albuquerque, New Mexico 87120
2. **Rocky Road Gravel Products, LLC**
P.O. Box 1405
Las Vegas, NM 87701
505-425-6051
3. **Southwest Safety Services**
P.O. Box 9227
Albuquerque, New Mexico 87119
505-873-0044
License No. 82265
4. **Inspections Plus, Inc.**
4382 Alexander Blvd., NE
Albuquerque, New Mexico 87107
505-344-9410
5. **DH Underground, Inc.**
P.O. Box 91958
Albuquerque, New Mexico 87199
DOL #002272520110706
Lic #61581
6. **Billingsley Engineering Company**
901 6th Street
Las Vegas, New Mexico 87701

PO BOX 430
FLORA VISTA, NM 87415
OFFICE: (505) 334-8220
FAX: (505) 334-0815

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop -- Segment B

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 44,000.00	\$ 44,000.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 43,500.00	\$ 43,500.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 28,500.00	\$ 28,500.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 62.90	\$ 156,621.00
5	8" Gate Valves w/Box	EA	4	\$ 3,300.00	\$ 13,200.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 99.00	\$ 14,949.00
7	Connect to Existing Water Line	EA	4	\$ 1,200.00	\$ 4,800.00
8	Asphalt removal and replacement	SY	900	\$ 60.00	\$ 54,000.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 409,570.00

NMGRT @ 8.3958% \$ 34,386.68

TOTAL BID AMOUNT \$ 443,956.68

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Gandy Dancer, LLC (SEAL)

State of Incorporation: New Mexico

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

By: Ramon Gallegos
(Signature – attach evidence of authority to sign)

Name (typed or printed): Ramon Gallegos

Title: Quality Director
(CORPORATE SEAL)

Attest Jim Bowen

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5801 Bobby Foster Rd SE

Albug, nm 87105

Phone No. 505-873-2222 Fax No. 505-452-9580

E-mail tim.bowen@gandydancer.net

SUBMITTED on Feb 22, 2017.

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 358418

New Mexico Department of Workforce Solutions Registration Number 28504817852016

License Classifications GA98, GB98, GF04, GF06, GF09, GS05, GS08, GS15

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

N/A

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0481785
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-475971006

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 61, Laws of 2006.

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Gandy Dancer, LLC
AUTHORIZED AGENT: Ramon Gallegos
ADDRESS: 5801 Bobby Foster Rd SE Albug, nm 87105
TELEPHONE NUMBER: (505) 873-2222
FAX NUMBER: (505) 452-9580
DELIVERY: City Offices - City of Las Vegas
STATE PURCHASING RESIDENT CERTIFICATION NO: L1524613424
NEW MEXICO CONTRACTORS LICENSE NO. 358418
BID ITEM(S): All

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico
COUNTY OF Bernalillo

I, Ramon Gallegos, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Ramon Gallegos
Signature



Subscribed and sworn to before me, this 21ST day of February, 20 17.
Tim Bowen
Notary Public Signature
My Commission Expires: 7-14-17

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Ramona Galan
Signature

February 21, 2017
Date

Quality Director
Title (Position)

Bid Bond

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

BIDDER (Name and Address):

GandyDancer, LLC dba Gandydancer Railroad & Excavating Service
5715 Industry Way SE, Albuquerque, NM 87105

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

Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306 - 3498

OWNER (Name and Address):

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

BID

Bid Due Date: February 22, 2017

Description (Project Name—Include Location): East Waterline Loop-Segment B. Las Vegas, NM.

BOND

Bond Number: Bid Bond

Date: February 14, 2017

Penal sum Five Percent of Amount Bid \$ 5%

(Words)

(Figures)

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

BIDDER

GandyDancer, LLC dba Gandydancer Railroad & Excavating Service

Bidder's Name and Corporate Seal (Seal)

By:

Ramon Jahn
Signature

Jamin Hutchens

Print Name

Managing Member

Title

Attest:

Jim Bowen
Signature

Client Service Agent

Title

SURETY

Merchants Bonding Company (Mutual) (Seal)

Surety's Name and Corporate Seal

By:

Shirley A. Talley
Signature (Attach Power of Attorney) 1933

Shirley A. Talley

Print Name

Attorney-in-Fact

Title

Attest:

Randi S. Morgan
Signature

Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Shirley A. Talley

their true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: Bid Bond
 Principal: GandyDancer, LLC dba Gandydancer Railroad & Excavating Service
 Oblige: City of Las Vegas

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 1st day of August, 2015.



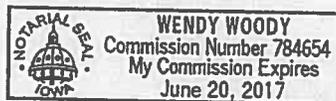
MERCHANTS BONDING COMPANY (MUTUAL)
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
 COUNTY OF DALLAS ss.

On this 1st day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing Instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this Instrument)

Wendy Woody
 Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of February, 2017.



William Warner Jr.
 Secretary

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Roadway Bores
Estimated Value of Work \$43,526
Subcontractor's Name DH Underground, Inc
Business Address PO Box 9195B
Albug nm 87199
Phone Number 220-0115
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. 61581
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. 002272520110706
(list only if value of work is in excess of \$60,000)

Subcontract Category Traffic Control
Estimated Value of Work \$6059
Subcontractor's Name SW Safety Services
Business Address PO Box 9227
Albug nm 87119
Phone Number 873-0044
E-mail Address _____
Federal Identification No. (FEIN #) 85-0457665
New Mexico Contractor's License No. 82265
License Categories GA05
New Mexico Dept. of Workforce Solutions Registration No. 002405420120305
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

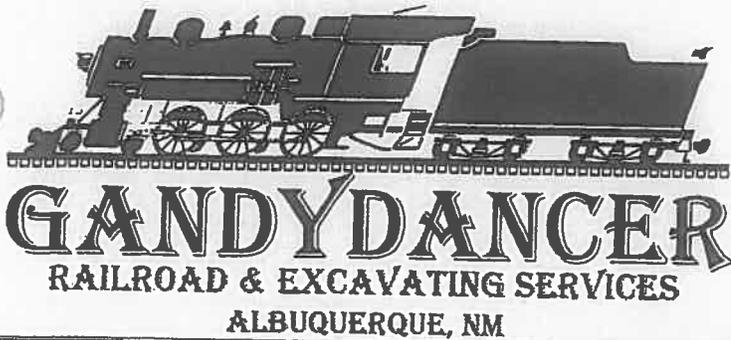
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

Ramon Saez Date: Feb 22, 2017

Duplicate, complete, and submit additional sheets as required.



Physical Address:
5801 Bobby Foster Rd.
Albuquerque, NM
87105

Office Phone:
(505) 873-2222

Fax Phone:
(505) 452-9580

Mailing Address:
5801 Bobby Foster Rd.
Albuquerque, NM.
87105

NM License #
86707

Web Address:
www.gandydancer.net

AZ License #
172362, 172363

Authorization Letter Number 1

I, the undersigned,

Mr. Ted Keener
General Manager
Gandydancer, LLC
5801 Bobby Foster Road Ste. A
Albuquerque, New Mexico 87105

Authorize the person mention below to act on my behalf in all possible manners,

Mr. Ramon Gallegos
Quality Director
Gandydancer, LLC
5801 Bobby Foster Road Ste. A
Albuquerque, New Mexico 87105

To coordinate, approve and sign all documentation associated with City of Santa Fe, Purchasing Director 2651 Siringo Road, Building H Santa Fe, New Mexcio 87505 Project: FY 16/17 PRV #12 Replacement Contract, CIP # 3053, Invitation Number 17/14/B and Engineered Fluid, INC. P.O. Drawer 723, Centralia, Illinois 62801.

This authorization letter is valid until June 28, 2017

December 28,2016

Ted Keener

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **GANDYDANCER, LLC**

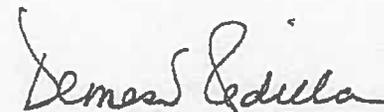
DBA: **GANDYDANCER, LLC**

**5801 BOBBY FOSTER RD SW STE A
ALBUQUERQUE, NM 87105-5302**

Expires: **25-Oct-2019**

Certificate Number:

L1524613424



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

A.H.C. Construction

BID

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

BID BOND

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 46,000 ⁰⁰	\$ 46,000 ⁰⁰
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 52,000 ⁰⁰	\$ 52,000 ⁰⁰
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,000 ⁰⁰	\$ 42,000 ⁰⁰
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 20 ⁰⁰	\$ 49,800 ⁰⁰
5	8" Gate Valves w/Box	EA	4	\$ 1540 ⁰⁰	\$ 6160 ⁰⁰
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 69 ⁰⁰	\$ 10,419 ⁰⁰
7	Connect to Existing Water Line	EA	4	\$ 2380 ⁰⁰	\$ 9520 ⁰⁰
8	Asphalt removal and replacement	SY	900	\$ 53 ⁰⁰	\$ 47,700 ⁰⁰
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 313,599⁰⁰

NMGRT @ 8.3958% \$ 26,329¹⁴

TOTAL BID AMOUNT \$ 339,928¹⁴

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BID BOND

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

BIDDER (Name and Address):

Adame Construction, Inc.
13 Bonita Vista Blvd
Los Lunas, NM 87031

SURETY (Name and Address of Principal Place of Business):

Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

OWNER (Name and Address):

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

BID

Bid Due Date: February 22, 2017
Description (Project Name and Include Location): East Waterline Loop
Segment B
Las Vegas, NM

BOND

Bond Number: BID
Date (Not later than Bid due date): February 22, 2017
Penal sum Five Percent Of The Amount Bid \$ 5%
(Words) (Figures)

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

BIDDER

Adame Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Juan C. Adame
Signature

Juan C. Adame
Print Name

President
Title

Attest: [Signature]
Signature

[Signature]
Title

SURETY

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

By: Susan J. Vance
Signature (Attach Power of Attorney)

Susan J. Vance
Print Name

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venture, if necessary.



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

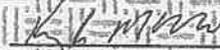
ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of Its President and Secretary/Treasurer, this 3rd day of July, 2013.




Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.




Notary Public

My Commission Expires:
August 8, 2017
Commission #: 01013257

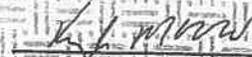
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 2nd day of February, 2013.




Kyle P. McDonald, Secretary/Treasurer

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____
Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Adame Construction Inc,

13 Bonita Vista Blvd

Las lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Work, Contract Experience

Gravity sewer main, pipe bursting, vacuum system, slip line, 1 install pipe bursting pipe In Santa fe NM, Ruidoso NM, Espanola NM, Omaha Nebraska , Green Bay, Wisconsin any questions call super intendant

Mike Rocco (505)400-7520

New Image Construction

Chimayo NM 6" water line \$350,000 just finished 2009

Ribera NM

Rober Manzanares (505)944-6773

Samcon Construction

Lordburg NM 6" and 10"-pvc water line, contract price \$250.000 to 400.000

Job completed 2009

Chuch Martinez (505)271-2025

AUI INC

Angel Fire 6" water line \$288,000 job completed 2010

Marshall Vickers (505)975-700

YAH-TA-HEY WATER AND SANITATION

WATER SYSTEM IMPROVEMENTS 6" WATERLINE \$605,000

EDWARD GONZALES ENGINEER 505-870-0497 COMPLETE 2/14/14

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdameCONSTNM@hotmail.es

Lic# 367697

Samcon Construction

Carlsbad NM 8" water line \$75,000

Job completed 2011

Chuck Martinez (505)271-2025

City Hobbs NM

8" sewer line and 1" water services \$140,000 job completed 2012

Todd Randall City Engineer

(575)397-9237

City Santa Fe

Highschool track & field

Lone Mountain Contracting Inc

Strom sewer line 36" 42" 48" \$80,000 job completed 2012

Don or Tiffany Gutierrez General superintendent (505)869-2996

City Roswell NM

8" sewer 4" service 4' MH \$165,700 job completed 2012

Luis Najjar City Engineer

(575)910-6477

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Pueblo of Cochiti

Sewer main, sewer service line & water service line

6" W.L & 8" sewer line \$48,000

Completed may 2013

Leonard Brown Engineer

(505)946-9582 (505-870-0497)

02/14/2014

EAGLE NEST, NM

WATER METERS REPLACEMENT PROJECT

Replacement 207 meters remove and install

\$350,000.00

Cody Sipes Engineer

(505)649-7307

Nogal Mutual Domestic Water Consumers Association (MDWCA) Nogal, NM

6" 8" waterline pvc, 14" Casing, 3/4" water services

Completed 04/04/15 \$438,837.00

Eddie C. Livingston, MSCE, P.E.

Dennis Engineering (505-430-8588)

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Nogal N.M. WATER SYSTEM IMPROVEMENTS

ALONG US HIGHWAY 64 NM 58 TO 60

8" water line, ¾ water services

Completed 11/10/2015

\$730,000

Robert A Echol, JR., P.E.

Engineer Dennis Engineering (505)327-3303

Village of Tijeras, N.M.

12" water line, 8" water line, ¾ water services, Fire hydrants , Water main tie ins

Completed 03/17/2016, \$750,000.00

Molzen Corbin Engineers 505-242-5700

Scout Mendenhall, P.E

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

City of Roswell, N.M. sewer, manholes IMPROVEMENTS

sewer, manholes by pass IMPROVEMENTS

Completed 7-12-2016

\$60,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Aztec, N.M. WATER SYSTEM IMPROVEMENTS

Hampton Arroyo Crossing

12" water line

Completed 6/1/16 Rudy Zohnie 505-334-7680

\$46,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

City of Roswell, N.M.

INSTALL BUTTERFLY VALVE \$86,000

48" CCP WATERLINE REMOVE AND REPAIR,

COMPLETED 7/12/16 Luis Najjar 575-910-6477

\$113,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Gameco, N.M. WATER SYSTEM IMPROVEMENTS

ALONG US HIGHWAY 64 NM 58 TO 60

8" water line, ¾ water services

Completed 10/12/16 Edward Gonzalez 505-870-0497

\$520,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Village of Chymayo, N.M.

8" water line, ¾ water services, Fire hydrants , Water main tie ins, directional 12" bore

Complete by 12/17/2016, \$620,000.00

Molzen Corbin Engineers 505-242-5700

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Village of Santa Clara, N.M.

6" water line, ¾ water services, Fire hydrants , Water main tie ins, arroyo crossing and major tank line tie ins.

Complete by 3/17/2017, \$357,337.00

Pete Torres 575-313-5551

OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

ADAME CONSTRUCTION INC.

4166005

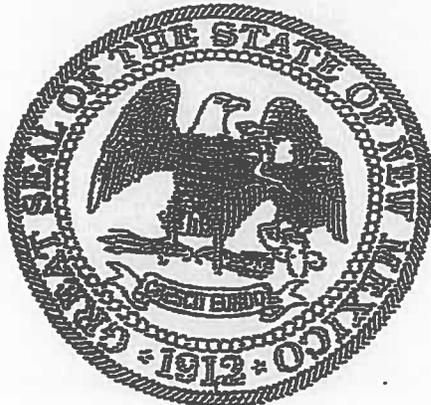
A corporation organized under the laws of New Mexico is duly authorized to transact business in New Mexico, as a Domestic Profit Corporation, under the Business Corporation Act - (53-11-1 To 53-18-12 NMSA 1978) having filed its Articles Of Incorporation on April 29, 2009 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entities financial condition or business activities and practices.

This good standing status expires on March 15, 2016

Certificate issued on July 31, 2014

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



Diana J. Duran

Diana J. Duran
Secretary of State

Certificate of Contract Registration

New Mexico
Department of
Public Works

This is to certify that

Adame Construction Inc.

13 BONITA VISTA BLVD

LOS LUNAS, NM, 87031-7810

has registered with the Department of Workforce Solutions

Registration Date: 5/10/2016

Registration Number: 002240420110516

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

STATE OF NEW MEXICO.
CONSTRUCTION INDUSTRIES DIVISION

ADAME CONSTRUCTION, INC

LICENSE NUMBER

367697

Qualifying Party(S)

ADAME JUAN

EXPIRES

11/30/2019

CLASSIFICATION(S)

GF09, GS04



DIRECTOR

THE STATE OF NEW MEXICO, OFFICE OF THE SECRETARY OF STATE, CONSTRUCTION INDUSTRIES DIVISION

ADAME CONSTRUCTION INC
13 BONITA VISTA BLVD
LOS LUNAS, NM 87031-7810

July 12, 2016
CRS: 03-194703-00-4
Letter ID: L1687566896

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

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

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By *Ron L. Scott*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

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

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By *Ron L. Scott*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

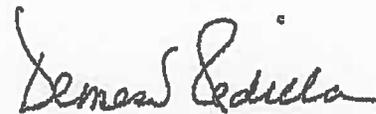
Issued to: ADAME CONSTRUCTION INC

DBA: ADAME CONSTRUCTION INC
13 BONITA VISTA BLVD
LOS LUNAS, NM 87031-7810

Expires: 11-Jul-2019

Certificate Number:

L1182922288



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

File Construction

ORIGINAL

FEB 23 2017

11/20/00m (a)

BID

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop -- Segment B

ARTICLE 1 -- BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 -- BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 -- BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 33,500.00	\$ 33,500.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 20,000.00	\$ 20,000.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 48,000.00	\$ 48,000.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 23.00	\$ 57,270.00
5	8" Gate Valves w/Box	EA	4	\$ 1,750.00	\$ 7,000.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 70.00	\$ 10,570.00
7	Connect to Existing Water Line	EA	4	\$ 1,300.00	\$ 5,200.00
8	Asphalt removal and replacement	SY	900	\$ 50.00	\$ 45,000.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 276,540.00

NMGRT @ 8.3958% \$ 23,217.75

TOTAL BID AMOUNT \$ 299,757.75

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.
- 5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).
- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
 2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
 3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
 4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
 5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
 6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
 7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: File Construction LLC. (SEAL)

State of Incorporation: New Mexico

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

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): Jaime Cruz

Title: General Manager

(CORPORATE SEAL)

Attest _____

Veronica Reeves, Project Coordinator

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner — attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner — attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 119 Industrial Ave NE

Albuquerque, NM 87107

Phone No. 505.554.1780 Fax No. 505.554.3195

E-mail jcruz@fconst.com

SUBMITTED on February 22, 2017

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 379720

New Mexico Department of Workforce Solutions Registration Number 03008620130916

License Classifications GB02, GB98, GF05, GF07, GF09, MM01

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

File Construction LLC.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 46-3579306

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-276520007

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: File Construction LLC.

AUTHORIZED AGENT: Jaime Cruz, General Manager

ADDRESS: 119 Industrial Ave NE, Albuquerque, NM 87107

TELEPHONE NUMBER: {505 } 554.1780

FAX NUMBER: {505 } 554.3195

DELIVERY: Same as above

STATE PURCHASING RESIDENT CERTIFICATION NO: L2008581584

NEW MEXICO CONTRACTORS LICENSE NO. 379720

BID ITEM(S): Per attached bid form

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

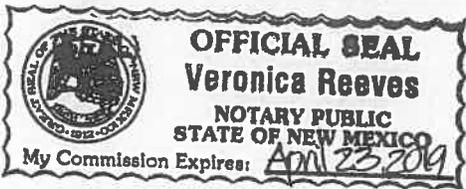
STATE OF New Mexico }

COUNTY OF Bernalillo }

I, Jaime Cruz, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature _____

Subscribed and sworn to before me, this 22 day of February, 2017.



Notary Public Signature _____

My Commission Expires: April 23, 2019

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2008, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

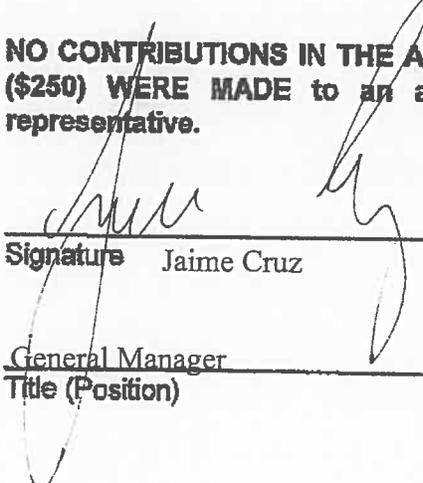
Signature

Date

Title (Position)

-OR-

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



Signature Jaime Cruz

February 22, 2017

Date

General Manager

Title (Position)

BID BOND

BID BOND

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

BIDDER (Name and Address):

FILE CONSTRUCTION, LLC
119 Industrial Ave. NE
Albuquerque, New Mexico 87107

SURETY (Name and Address of Principal Place of Business):

WESTFIELD INSURANCE COMPANY
4100 Osuna NE, Suite 2-203
Albuquerque, New Mexico 87109

OWNER (Name and Address):

CITY OF LAS VEGAS
1700 N. Grand Ave.
Las Vegas, New Mexico 87701

BID

Bid Due Date: FEBRUARY 22, 2017

Description (Project Name and Include Location): EAST WATERLINE LOOP - SEGMENT B

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): FEBRUARY 22, 2017

Penal sum FIVE PERCENT (5%) OF THE AMOUNT BID

(Words)

\$

(Figures)

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

BIDDER

FILE CONSTRUCTION, LLC

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

WESTFIELD INSURANCE COMPANY

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

ATTORNEY-IN-FACT

Title

Attest:

Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/13/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 3020122 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BART H. KINNEY III, CARL S. CONLEE III, DEAN E. VIGIL, LINDA D. DOOLEY, STUART E. KUYPER, JOINTLY OR SEVERALLY

of ALBUQUERQUE and State of NM its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 13th day of NOVEMBER A.D., 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 13th day of NOVEMBER A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22ND day of FEBRUARY A.D., 2017.



Frank A. Carrino, Secretary



**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

Subcontract Category	Jack & Bore
Estimated Value of Work	43,000.00
Subcontractor's Name	DH underground
Business Address	PO Box 91958
	Albuquerque, NM 87199
Phone Number	505.220.0115
E-mail Address	john@dhunderground.com
Federal Identification No. (FEIN #)	85-0452083
New Mexico Contractor's License No.	61581
License Categories	GF09
New Mexico Dept. of Workforce Solutions Registration No. (list only if value of work is in excess of \$60,000)	002272520110706

Subcontract Category	_____
Estimated Value of Work	_____
Subcontractor's Name	_____
Business Address	_____

Phone Number	_____
E-mail Address	_____
Federal Identification No. (FEIN #)	_____
New Mexico Contractor's License No.	_____
License Categories	_____
New Mexico Dept. of Workforce Solutions Registration No. (list only if value of work is in excess of \$60,000)	_____

File Construction LLC.

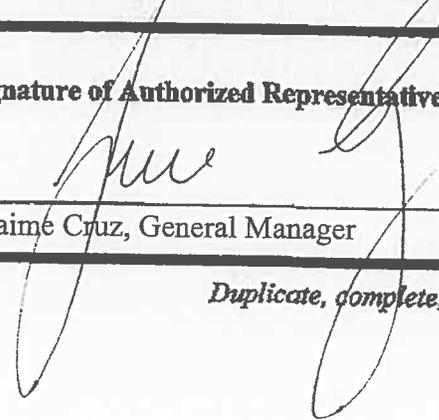
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Jaime Cruz, General Manager

Date: February 22, 2017

Duplicate, complete, and submit additional sheets as required.

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **FILE CONSTRUCTION, LLC**
PERMANENT LICENSE #379720

Located at: 116 INDUSTRIAL AVE. NE, ALBUQUERQUE, NM 87107

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

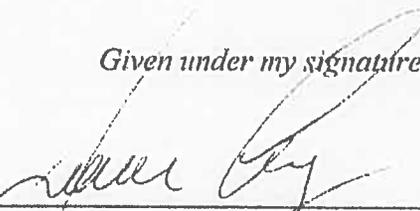
GB02, GB98, GF05, GF07, GF09, MM01

And to permit or contract projects singly in New Mexico of a dollar amount up to:

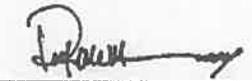
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

09/16/2013



Signature of Contractor



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

FILE CONSTRUCTION T1C

LICENSE NUMBER

379720

Qualifying Party(S)

CRUZ JAMES
FILE JASON
VALLO DANIEL

EXPIRES

09/30/2019

CLASSIFICATION(S)

GE31 GE32 GE33 GF05 GF07
GF09 M001



CREATOR

Division of Construction Industries

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **FILE CONSTRUCTION LLC**

DBA: **FILE CONSTRUCTION LLC**
116 INDUSTRIAL AVE NE
ALBUQUERQUE, NM 87107-2229

Expires: **25-Oct-2019**

Certificate Number:

L1490010416



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



FILE CONSTRUCTION
LLC

119 Industrial Ave NE, Albuquerque, NM 87107

Phone: 505-554-1780 Fax: 505-554-3195

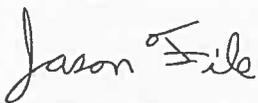
To Whom it May Concern,

Date: 01/02/2017

Jaime "James" Cruz is an authorized signer for bid related documentation for File Construction, LLC.
Jaime "James" Cruz is our General Manager and is authorized to explore, bid and negotiate contract related issued on behalf of our company.

Please feel free to contact me with any questions or concerns.

Regards,



Jason File
Managing Member



Certificate of Public Works Registration

File Construction, LLC

119 Industrial NE

Albuquerque, NM 87107

Registration Date: 8/12/2015

Registration Expiration: 9/5/2017

Registration Number: 03008620130916

This certificate does not show the current status for the company.

To see the current status for this company please go to the NMDWS Public Works Website at

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

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop -- Segment B

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 35,840.00	\$ 35,840.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 20,100.00	\$ 20,100.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 33,080.00	\$ 33,080.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 34.50	\$ 85,905.00
5	8" Gate Valves w/Box	EA	4	\$ 1,490.00	\$ 5,960.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 122.72	\$ 18,530.72
7	Connect to Existing Water Line	EA	4	\$ 2,300.00	\$ 9,200.00
8	Asphalt removal and replacement	SY	900	\$ 39.00	\$ 35,100.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 293,715.72

NMGRT @ 8.3958% \$ 24,659.78

TOTAL BID AMOUNT \$ 318,375.50

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 -- TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 -- ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 -- DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Garcia Underground, Inc. (SEAL)

State of Incorporation: New Mexico

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

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): John Garcia

Title: President

(CORPORATE SEAL)

Attest Sandra L. Garcia
Sandra L. Garcia



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. Box 345, Guadalupita, NM 87722

Phone No. 575-387-5599 Fax No. N/A

E-mail garciaunderground@gmail.com

SUBMITTED on Wednesday, February 22, 20 17

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 81430

New Mexico Department of Workforce Solutions Registration Number 0115152009091

License Classifications GF09

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A

N/A

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0458625

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-390785-00-1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2008.

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Garcia Underground, Inc.

AUTHORIZED AGENT: John Garcia

ADDRESS: P.O. Box 345

TELEPHONE NUMBER: (575) 387-5599

FAX NUMBER: () N/A

DELIVERY: 26 County Road A-034, Guadalupita, NM 87722

STATE PURCHASING RESIDENT CERTIFICATION NO: 67C56

NEW MEXICO CONTRACTORS LICENSE NO. 81430

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

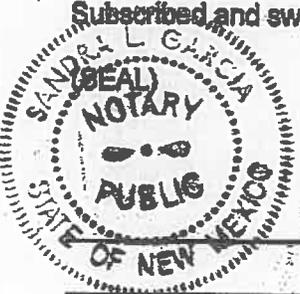
STATE OF New Mexico

COUNTY OF Mora

I, John Garcia, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

John Garcia
Signature

Subscribed and sworn to before me, this 21st day of February, 2017.



Sandra L. Garcia
Notary Public Signature
My Commission Expires: 9-15-18

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: N/A

Relation to Prospective Contractor: N/A

Name of Applicable Public Official: N/A

Date of Contribution(s) Made: N/A

Amount(s) of Contribution(s): N/A

Nature of Contribution(s): N/A

Purpose of Contribution(s): N/A

(The above fields are unlimited in size.) N/A

Signature

Date

Title (Position)

-OR-

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



Signature

2-22-2017

Date

President

Title (Position)

BID BOND

BID BOND

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

BIDDER (Name and Address):

Garcia Underground, Inc.
PO Box 345
Guadalupita, NM 87722

SURETY (Name and Address of Principal Place of Business):

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER (Name and Address):

City of Las Vegas

BID

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): City of Las Vegas East Waterline Loop - Segment B

BOND

Bond Number: Bid

Date (Not later than Bid due date): February 22, 2017

Penal sum Five Percent of the Amount Bid

(Words)

\$ 5%

(Figures)

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

BIDDER

Garcia Underground, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Granite Re, Inc.

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Sherryl L. Quint

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OHIO and having its principal office at the City of CLEVELAND, OHIO in the State of OHIO and Ohio does hereby constitute and appoint

ROBERT N. BROWN, CHRISTINE E. BROWN, STEPHEN J. COLETTI, MARIA E. ANSELMI, SUSAN J. VANCE its true and lawful attorneys to execute for the following purposes, to wit:

To sign as true and lawful attorneys, and to execute, and to acknowledge any and all bonds, and to separately do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC. through it, its Board of Directors, its officers and its agents, all and whosoever the said

ROBERT N. BROWN, CHRISTINE E. BROWN, STEPHEN J. COLETTI, MARIA E. ANSELMI, SUSAN J. VANCE may lawfully do in the premises by virtue of these presents.

As witness whereof, the said GRANITE RE, INC. has caused this instrument to be signed with its corporate seal duly attested by the appearance of its President and Secretary, to-wit: this 2nd day of July, 1967.

SEAL OF GRANITE RE, INC.



[Signature]
Kenneth D. Whittington, President

[Signature]
Eugene J. McQuinn, Secretary

GRANITE RE, INC.

On this 2nd day of July, 1967, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Corporation and Eugene J. McQuinn, Secretary of said Corporation, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Eugene J. McQuinn did with respect to the President and the Secretary respectively of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney, that they each have the seal of said corporation, and the seal attached to said Power of Attorney was such complete and correct seal as authorized by order of the Board of Directors of said corporation, and that they signed the same in and to the best of their knowledge and belief, and that they are duly qualified to execute the same.

My Commission Expires
August 2, 1967
Commission # 0111227



[Signature]
Notary Public

GRANITE RE, INC.
Grand Juror

That the said GRANITE RE, INC. being its duly elected and acting financial officer of Granite Re, Inc. on July 13, 1967, authorized the execution of this Power of Attorney, and that said Power of Attorney has not been revoked and is now in full force and effect.

It is further provided that the President, the Secretary, and the Assistant Secretary of said corporation shall and lawfully may sign and execute any and all bonds, and to separately do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC. through it, its Board of Directors, its officers and its agents, all and whosoever the said GRANITE RE, INC. may lawfully do in the premises by virtue of these presents.

Witness my hand and seal this 2nd day of July, 1967.



[Signature]
Notary Public

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

Subcontract Category Jack and Bore

Estimated Value of Work \$50,000.00

Subcontractor's Name DH Underground, Inc.

Business Address P.O. Box 91958
Albuquerque, NM 87199-1958

Phone Number 505-220-0115

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. 61581

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. 002272520110706
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

John Garcia

Date: 2-22-2017

Duplicate, complete, and submit additional sheets as required.

CONSTRUCTION INDUSTRIES DIVISION

GARCIA UNDERGROUND INC

LICENSE NUMBER

81430

Qualifying Party(S)

GARCIA JOHN E.
GARCIA JOHN H.
GARCIA ANDI

EXPIRES

03/31/2017

CLASSIFICATION(S)



[Signature]
DIRECTOR

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



GARCIA UNDERGROUND, INC.

JOHN GARCIA
TELEPHONE (575) 387-5599
P.O. BOX 345
FAX (575) 387-9058
GUADALUPITA, NM 87722

June 30, 2015

To whom it may concern"

I, John E. Garcia, president of Garcia Underground, Inc. give authority to all the listed Corporate Officers, Directors and Personnel to sign any documents on the behalf of Garcia Underground Inc. List is as follows:

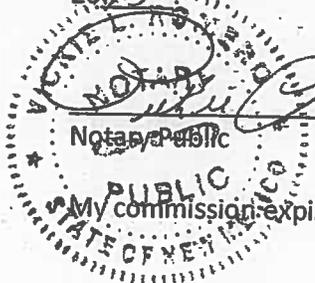
President/Treasurer: John E. Garcia
Vice President: John H. Garcia
Director: Henrietta Marie Garcia
Office Manager: Sandra L. Garcia

Thank You,



John E. Garcia

Sworn and Subscribed before me on the 30 day of June
2015



Notary Public
My commission expires on June 18, 2016

Certificate of Contractor Registration



This is to certify that

Garcia Underground, Inc.

26 CUNTY ROAD A034

GUADALUPITA, NM, 87722

has registered with the Department of Workforce Solutions

Registration Date: 10/3/2016

Registration Number: 0115152009091

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

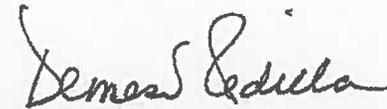
Issued to: **GARCIA UNDERGROUND, INC.**

DBA: **GARCIA UNDERGROUND, INC.**
PO BOX 345
GUADALUPITA, NM 87722-0345

Expires: **22-Sep-2018**

Certificate Number:

L1493092400



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

67C56

04/27/99

CERTIFICATION No. SPD

DATE ISSUED

SEAL OF THE STATE OF NEW MEXICO
GARCIA UNDERGROUND INC.



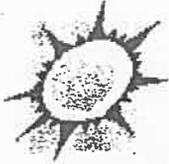
Office of the State Purchasing Agent

to be a Resident Contractor as defined in Chapter 10, Laws of 1984, and per *Resident Contractor Certification Questionnaire* filed in the State Purchasing Agent's office.

CRESCIT EUNDO

1912

[Signature]
State Purchasing Agent



GARCIA UNDERGROUND, INC.

JOHN E. GARCIA
TELEPHONE (575) 387-5599
P.O. BOX 345
FAX (575) 387-9058
GUADALUPITA, NM 87722

STATEMENT OF BIDDER'S QUALIFICATIONS CONTINUED

Question # 10:

Weimer Hills Water Distribution Project

Contract Amount \$614,512.91 Completion: August 2015
Paul Kennedy – Souder Miller & Associates
2904 Rodeo Park Drive Ease Bldg. 100
Santa Fe, NM 87505 505-473-9211

Wastewater System Improvements Phase 2C-3/5

Contract Amount \$177,690.29 Completion: May 2015
Alex Abeyta
Abeyta Engineering, Inc.
P.O. Box 1499, 209-D Camino de la Merced
Ranchos de Taos, NM 87557 575-737-0377

Mora MDWCA & MSWA Wastewater Collection System Repair Project

Contract Amount \$357,653.50 Completion: February 2015
Clarence Aragon
Mora MDWCA & MSWA
P.O. Box 304

Mora, NM 87732

575-387-2767

Village of Questa Water System Improvements Phase IV:

Contract Amount \$468,502.15 Completion: June 2014

Paul Kennedy – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Alcalde MDWCA – Construction of Waterline B Extension Project:

Contract Amount \$148,427.00 Completion: February 2014

Paul Kennedy – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Mora MDWCA & MSA Wastewater Collection System Repair:

Contract Amount \$242,621.50 Completion: August 2013

Clarence Aragon

Mora MDWCA & MSA

P.O. Box 304

Mora, NM 87732

575-387-2767

Villanueva MDWCA Water System Improvements:

Contract Amount \$915,273.00 Completion: December 2013

Ramon Lucero – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Mora MDWCA Water System Improvements Project:

Contract Amount \$981,486.66 Completion: August 2011

Ramon Lucero – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Question # 13:

John E. Garcia – President/ Treasurer – 45 + Years of experience in underground utilities.

John H. Garcia – Vice-President/Secretary – 30 + Years of experience in underground utilities.

GARCIA UNDERGROUND, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS

	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
Construction Revenue, Note H	\$ 986,512.90	100.00%	\$ 1,510,679.64	100.00%
Cost of Construction	<u>716,986.40</u>	<u>72.68</u>	<u>1,226,174.89</u>	<u>81.17</u>
Gross Profit (Loss)	269,526.50	27.32	284,504.75	18.83
General and Administrative Expenses	<u>224,969.81</u>	<u>(22.80)</u>	<u>130,309.04</u>	<u>(8.62)</u>
Net Income (Loss) from Operations	<u>44,556.69</u>	<u>4.52</u>	<u>154,195.71</u>	<u>10.21</u>
Other Income (Expense): Interest expense	<u>(5,632.98)</u>	<u>(.57)</u>	<u>(5,726.00)</u>	<u>(.38)</u>
Total Other Income (Expense)	<u>(5,632.98)</u>	<u>(.57)</u>	<u>(5,726.00)</u>	<u>(.38)</u>
Net Income (Loss)	\$ 38,923.71	3.95%	\$ 148,469.71	9.83%
Retained Earnings, beginning of year	\$ 232,807.24		\$ 105,698.53	
Contributions made	-		20,639.00	
Distributions paid	<u>(125,360.17)</u>		<u>(42,000.00)</u>	
Retained Earnings end of year	<u>\$ 146,370.78</u>		<u>\$ 232,807.24</u>	

The Accompanying Notes Are An Integral Part Of These Financial Statements
See Accompanying Independent Accountants' Review Report

GARCIA UNDERGROUND, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31,

2014

2013

	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
Construction Revenue, Note H	\$ 1,510,679.64	100.00%	\$ 675,495.52	100.00%
Cost of Construction	<u>1,226,174.89</u>	<u>81.17</u>	<u>604,569.84</u>	<u>89.50</u>
Gross Profit (Loss)	284,504.75	18.83	70,925.68	10.50
General and Administrative Expenses	<u>130,309.04</u>	<u>(8.62)</u>	<u>210,513.36</u>	<u>(31.16)</u>
Net Income (Loss) from Operations	<u>154,195.71</u>	<u>10.21</u>	<u>(139,587.68)</u>	<u>(20.66)</u>
Other Income (Expense):				
Interest expense	(5,726.00)	(.38)	(6,107.22)	(.91)
Interest income	<u>-</u>	<u>-</u>	<u>2,272.64</u>	<u>.34</u>
Total Other Income (Expense)	<u>(5,726.00)</u>	<u>(.38)</u>	<u>(3,834.58)</u>	<u>(.57)</u>
Net Income (Loss)	\$ 148,469.71	9.83%	(\$ 143,422.26)	(21.23%)
Retained Earnings, beginning of year	\$ 105,698.53		\$ 365,075.79	
Contributions made	20,639.00		-	
Distributions paid	<u>(42,000.00)</u>		<u>(115,955.00)</u>	
Retained Earnings end of year	<u>\$ 232,807.24</u>		<u>\$ 105,698.53</u>	

The Accompanying Notes Are An Integral Part Of These Financial Statements
See Accompanying Independent Accountants' Review Report

New Image Construction

BID

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop – Segment B

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value, likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 35,837.00	\$ 35,837.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 23,537.00	\$ 23,537.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 36,415.00	\$ 36,415.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 24.00	\$ 59,760.00
5	8" Gate Valves w/Box	EA	4	\$ 1,800.00	\$ 7,200.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 60.00	\$ 9,060.00
7	Connect to Existing Water Line	EA	4	\$ 1,200.00	\$ 4,800.00
8	Asphalt removal and replacement	SY	900	\$ 60.00	\$ 54,000.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 280,609.00

NMGRT @ 8.3958% \$ 23,559.37

TOTAL BID AMOUNT \$ 304,168.37

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: New Image Construction Inc.

State of Incorporation: New Mexico

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

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

Name (typed or printed): Johnny Manzanates

Title: President / Owner
(CORPORATE SEAL)

Attest: Margaret Manzan



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address HCR 72 Box 5

Ribera NM 87560

Phone No. (505) 699-0106

Fax No. (575) 421-1227

E-mail newimagemanzana@aol.com

SUBMITTED on Feb. 22, 2017.

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 3166062

New Mexico Department of Workforce Solutions Registration Number 03025920140321

License Classifications GF09 - GB98

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

~~Jimmy Manzanarez~~ ^{N/A J.M.} (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 80-0568873
SOCIAL SECURITY NUMBER: 525-21-6364

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03186160001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: New Image Construction Inc.
 AUTHORIZED AGENT: Johnny Manzanares
 ADDRESS: HCR 72 Box 5 Ribera, NM 87560
 TELEPHONE NUMBER: (505) 699-0166 (575) 421-2822
 FAX NUMBER: (575) 421-1222
 DELIVERY: N/A
 STATE PURCHASING RESIDENT CERTIFICATION NO: L0968241200
 NEW MEXICO CONTRACTORS LICENSE NO. 306062
 BID ITEM(S): N/A

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }
 COUNTY OF San Miguel }

I, Johnny Manzanares, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Johnny Manzanares
 Signature

Subscribed and sworn to before me, this 22nd day of February, 2017.

(SEAL) OFFICIAL SEAL
 Deborah K Sanchez
 NOTARY PUBLIC
 STATE OF NEW MEXICO
 My Commission Expires: 10-27-20

DKS
 Notary Public Signature
 My Commission Expires: 10-27-20

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Jalyn Meyer
Signature

Feb. 22, 2017
Date

President/Owner
Title (Position)

BID BOND

BID BOND

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

BIDDER (Name and Address): New Image Construction Inc.
HCR 72 Box 5
Ribera, New Mexico 87560

SURETY (Name and Address of Principal Place of Business): Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER:
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date: 2/22/17
Description (Project Name and Include Location): East Waterline Loop Segment B

BOND

Bond Number: TBD
Date (Not earlier than Bid due date): 2/22/17
Penal sum Five Per-Cent (5%) of Amount Bid \$ _____
(Words) (Figures)

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

BIDDER New Image Construction Inc.

SURETY Philadelphia Indemnity Insurance Company

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____

Signature

Johnny Martinez
Print Name

President
Title

Attest: _____

Signature

Witness
Title

By: _____

Signature (Attach Power of Attorney)

Tracy L. Duran
Print Name

Attorney-in-Fact
Title

Attest: _____

Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGENT'S AFFIDAVIT

To Be Filled in by Agent

STATE OF New Mexico

COUNTY OF Bernalillo

Tracy L. Duran being first duly sworn, deposes and says That he/she is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify New Image Construction Inc. in connection with the construction of City of Las Vegas Waterline Projects dated the 22nd day of February 2017, executed by Contractor, as principal, and, as surety, signed by This Deponent; and Deponent further states that said bond was written, Signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this 22nd day of February 2017

Veronica Gallo

Rangel Pina

Notary Public My Commission Expires

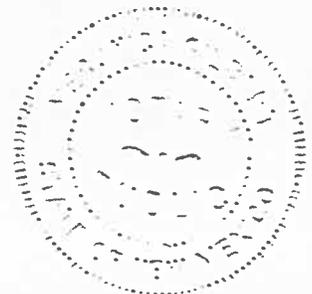
3/25/2018

Agent's Address

2116 Vista Oeste NW Bldg. 5

Albuquerque, New Mexico 87120

505 923 9922



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Brian M. Menicucci, Mark A. Menicucci, Kevin A. Menicucci, and Tracy L. Duran of Menicucci Insurance Agency LLC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Danielle Porath

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of FEBRUARY, 2017.



Craig P. Keller

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Jack and Bore
Estimated Value of Work \$ 50,000
Subcontractor's Name DH Underground INC.
Business Address P.O. Box 91958
Albuquerque, NM 87199
Phone Number (505) 220-0115
E-mail Address John@dhunderground.com
Federal Identification No. (FEIN #) 85-0452083
New Mexico Contractor's License No. 61581
License Categories GF09
New Mexico Dept. of Workforce Solutions Registration No. 002272520110706
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Date: 2-22-17

Duplicate, complete, and submit additional sheets as required.

Work experience for Johnny Manzanares

I have an extensive experience of twenty-three years as a general contractor. I have a variety of construction site experience including insights of inspection codes and standards, building work, concrete, remodels, equipment maintenance, and OSHA Construction site safety regulations.

Additionally, I have utility work experience which consists of, water mains, sewer mains, gravity sewer main, and forced sewer mains. As a foreman on all projects listed above, I have managed a significant amount of utility and commercial construction projects. Please review the attached work experience and projects, which were completed under my supervision.

Owner's Name, Address & Phone No.	Design Engineer's Name	Project Title
San Miguel County 500 West National Ave. Suite 200 Las Vegas, NM 87701	Soleil West Kevin Balciar 11930 Menaul NE Suite 109 Albuquerque, NM 87112	El Pueblo Fire Station
Pueblo of Picuris Picuris Pueblo, NM 87553	IHS Engineering Elexandria Bileen 505-946-9585	Picuris Pueblo Sewer Main
County of McKinley P.O. Box 70 Gallup, NM 87303,0070	DePauli Engineering & Surveying, LLC. P.O. Box 876, 307 S. 4 th Street Gallup, NM 87301 863-5440	Water well and storage. Tank Vander wagon Fire station
Pueblo of Tesuque Route 42 Box 360-T Santa Fe, NM 87506	IHS Engineering Elexandria Bileen 505-946-9585	Pueblo of Tesuque Sewer Main Rehabilitation
City of Moriarty P.O. Box 130 201 Broadway S. Moriarty, NM 87035	Molzen Corbin John M. Provine, PE 2701 Miles Road. SE Albuquerque, NM 87106 505-242-5700	City of Moriarty Airport Sewer Extension
City of Tucumcari 215 East Center Street Tucumcari, NM 88401	Forsgren Associates Inc. Jennifer M. Walters, PE Project Manager 4110 Cutler Avenue NE. Suite 100 Albuquerque, NM 87110 505-814-2796 505-453-6046	City of Tucumcari Fixed Base Advanced
El Valle De Los Ranchos Water and Sanitation District P.O. Box 2717 #8 Miranda Canyon Road Ranchos De Taos, NM 87557	Abeyta Engineering, Inc. Alex R. Abeyta, PE 209-D Camino De La Merced Taos, NM 87571 575-737-0377	El Valle De Los Ranchos Water and Sanitation District Water Improvements Phase 3A
City of Las Vegas Las Vegas, New Mexico	Souder Miller & Associates George Mihalik 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211	Las Vegas Landfill Corrective Measures and Closure Project

<p>El Valle San Miguel Del Vado</p>	<p>Engineers Inc. Wayland Oliver 1601 Camino Del Coronado Tucumcari, NM 88401 575-461-0181</p>	<p>El Valle San Miguel Del Vado</p>
<p>City of Las Vegas Las Vegas, NM 87701</p>	<p>Paul Kennedy Souder Miller 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211</p>	<p>City of Las Vegas Peterson Pump Back Project</p>
<p>Village of Eagle Nest P.O. Box 168 Eagle Nest NM, 87718</p>	<p>Dennis Engineering Co. Tappan Mahoney, PE P.O. Box 909 21 Main Street Suite 201 Edgewood, NM 87015</p>	<p>Village of Eagle Nest Water System Improvements Phase II</p>



STATE OF NEW MEXICO
Taxation and Revenue Department



Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

NEW IMAGE CONSTRUCTION, INC
HC 72 BOX 5
RIBERA, NM 87560-9601

September 11, 2015
CRS: 03-186160-00-1
Letter ID: L0651145264

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
Business Location 6 COUNTY RD B58		Business End Date
City and State RIBERA, NM		Zip Code 87510
Taxpayer Name NEW IMAGE CONSTRUCTION, INC		Taxpayer Type Corporation
Firm Name NEW IMAGE CONSTRUCTION, INC		Filing Frequency Monthly
Mailing Address HC 72 BOX 5		
City and State RIBERA, NM		Zip Code 87560-9601

This Registration Certificate is Issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
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Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

NEW IMAGE CONSTRUCTION INC.

LICENSE NUMBER

366062

Qualifying Party(s)
MANZANARES JOHNNY
MANZANARES JOHNNY

EXPIRES

06/30/2019

CLASSIFICATION(S)
C, CFS




DIRECTOR

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

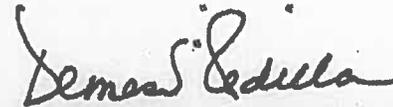
RESIDENT CONTRACTOR CERTIFICATE

Issued to: **NEW IMAGE CONSTRUCTION, INC**
DBA: **NEW IMAGE CONSTRUCTION, INC**
HC 72 BOX 6
RIBERA, NM 87560-9601

Expires: **11-Sep-2018**

Certificate Number:

L0968241200



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

New Image Construction Inc.

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

Registration Date: 2/25/2016

Registration Number: 03025920140321

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

Hays Plumbing

BID

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop – Segment B

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 31,700.00	\$ 31,700.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 14,757.00	\$ 14,757.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 33,840.00	\$ 33,840.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 31.00	\$ 77,190.00
5	8" Gate Valves w/Box	EA	4	\$ 2,050.00	\$ 8,200.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 79.00	\$ 11,929.00
7	Connect to Existing Water Line	EA	4	\$ 200.00	\$ 800.00
8	Asphalt removal and replacement	SY	900	\$ 21.00	\$ 18,900.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 247,316.00

NMGRT @ 8.3958% \$ 20,764.16

TOTAL BID AMOUNT \$ 268,080.16

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

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

State of Incorporation: _____

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

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

Name (typed or printed): Gordon Hays

Title: President
(CORPORATE SEAL)

Attest [Signature]

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 600 Railroad Ave. Las Vegas, NM 87701

Phone No. (505) 425-7535 Fax No. (505) 454-0202

E-mail hays_plumbing@hotmail.com

SUBMITTED on February 22, 2017

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 8243

New Mexico Department of Workforce Solutions Registration Number 002369720111209

License Classifications MM-98, GB-98, GF-98, GA-01, GF-09, E101, ES02

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

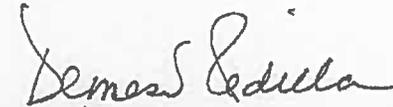
Issued to: **HAYS PLUMBING & HEATING INC**

DBA: **HAYS PLUMBING & HEATING INC**
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **11-Feb-2018**

Certificate Number:

L1311969232



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0168958

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: _____

ADDRESS: 600 Railroad Ave. Las Vegas, New Mexico 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: _____

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF San Miguel

I, Gordon Hays, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 22 day of February, 2017.

(SEAL) Carla Rubio
Notary Public Signature



My Commission Expires: 6-15-19

My Commission Expires: _____ City of Las Vegas Standard Bid Clauses

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

N/A

Signature

Date

Title (Position)

-OR-

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

London Hay

Signature

2/22/2017

Date

President

Title (Position)

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Boring

Estimated Value of Work \$42,026.24

Subcontractor's Name DH Underground

Business Address P.O Box 91958
Albuquerque, NM 87199-1958

Phone Number (505) 220-0115

E-mail Address 85-0452083

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. 61581

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category Seeding

Estimated Value of Work \$1,250.00

Subcontractor's Name Eight 14 Solutions

Business Address 5750 Pino Ave. NE
Albuquerque, NM 87109

Phone Number (505) 872-0846

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. 378178

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

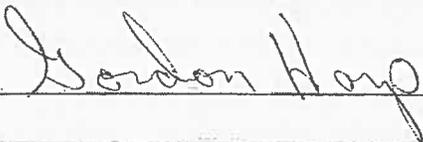
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Date: 2/22/2017

Duplicate, complete, and submit additional sheets as required.

BID BOND

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

BIDDER (Name and Address):
Hays Plumbing and Heating, Inc.
PO Box 1420
Las Vegas, NM 87701-1414

SURETY (Name and Address of Principal Place of Business):
Western Surety Company
333 S. Wabash Ave, 41st Floor
Chicago, IL 60604

OWNER (Name and Address):
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

BID
Bid Due Date: February 22nd, 2017
Description (Project Name and Include Location): East Waterline Loop Segment B

BOND
Bond Number: BID
Date (Not later than Bid due date): February 22nd, 2017
Penal sum Five Percent Of The Amount Bid \$ 5%
(Words) (Figures)

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

BIDDER
Hays Plumbing and Heating, Inc. (Seal)
Bidder's Name and Corporate Seal
By: Gordon Hays
Signature
Gordon Hays
Print Name
President
Title

SURETY
Western Surety Company (Seal)
Surety's Name and Corporate Seal
By: Maria Y. Ankeny
Signature (Attach Power of Attorney)
Maria Y. Ankeny
Print Name
Attorney-In-Fact
Title

Attest: [Signature]
Signature
Witness
Title

Attest: [Signature]
Signature
Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.

WESTERN SURETY COMPANY



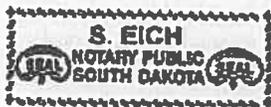
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this ??nd day of February, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

BID BOND

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

BIDDER (Name and Address):
Hays Plumbing and Heating, Inc.
PO Box 1420
Las Vegas, NM 87701-1414

SURETY (Name and Address of Principal Place of Business):
Western Surety Company
333 S. Wabash Ave, 41st Floor
Chicago, IL 60604

OWNER (Name and Address):
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

BID
Bid Due Date: February 22nd, 2017
Description (Project Name and Include Location): East Waterline Loop Segment B

BOND
Bond Number: BID
Date (Not later than Bid due date): February 22nd, 2017
Penal sum Five Percent Of The Amount Bid (Words) \$ 5% (Figures)

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

BIDDER
Hays Plumbing and Heating, Inc. (Seal)

SURETY
Western Surety Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Gordon Hays
Signature

By: Maria Y. Ankeny
Signature (Attach Power of Attorney)

Gordon Hays
Print Name

Maria Y. Ankeny
Print Name

President
Title

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Witness
Title

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Roger N Downey, Susan Jane Vance, Sherryl L. Quint, Christian B Downey, Maria Y Ankeny, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

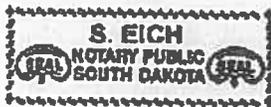
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of February, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Total Contracting

RECEIVED
FEB 23 2017
CITY OF LAS VEGAS
11-20
(Signature)

BID

BID FORM

PROJECT IDENTIFICATION

East Waterline Loop - Segment E

ARTICLE 1 - BID RECEIPT

1.01 This Bid is submitted for City of Las Vegas, 170 N. Grand Avenue, Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bond and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that

A Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, none of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and the drawings of physical conditions, relating to existing surface or subsurface structures at the Site (except Underground facilities) that have been identified in

SC-4.02, and (2) reports and drawings of hazardous environmental conditions, if any, at the Site that have been identified in SC-4.03.

- E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, the Bidding Documents, and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01 E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not induced or caused any individual or entity to refrain from bidding, and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph (d)(D):
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value by or to influence the action of a public official in the bidding process.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the selection of a vendor, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Clery of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Clery, a purpose of which is to establish bid prices at artificial non-competitive levels;
4. "obstructive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidders will complete the Work in accordance with the Contract Documents for the following items:

Item No.	Description	Unit	Estimated Quantity	BB Unit Price	Bid Price
1	Jack and Bolt No. 1, including Chain, Crown Pipe and Spacers, LF	LS		\$ 42,000.00	\$ 42,000.00
2	HR and Bolt No. 2, including Chain, Crown Pipe and Spacers, LF	LS		\$ 10,200.00	\$ 10,200.00
3	HR and Bolt No. 3, including Chain, Crown Pipe and Spacers, LF	LS		\$ 38,000.00	\$ 38,000.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,496	\$ 23.82	\$ 59,440.00
5	8" Cast Valve, Each	EA	4	\$ 4,500.00	\$ 18,000.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 164.25	\$ 24,795.00
7	Connect to Existing, Each	EA	4	\$ 750.00	\$ 3,000.00
8	Asphalt cement and replacement	CY	200	\$ 32.00	\$ 6,400.00
9	Pre-qualified Contractor, 100 hours	HR	1	\$ 20,000.00	\$ 20,000.00
10	Retention of Undergravel, 100% Allowance	MT	1	\$ 20,000.00	\$ 20,000.00
11	Contingency Allowance	MT	1	\$ 10,000.00	\$ 10,000.00

Sub Total \$ 366,905.00

GRAND TOTAL \$ 23,844.00

TOTAL BID AMOUNT \$ 390,749.00

All Bid Prices have been verified in accordance with Paragraph 1.03B of the General Conditions.

It is understood that the Bid Amounts are not guaranteed and are solely for the purpose of determining the Bid. All Bid Amounts are subject to change. Bid items shall be based on actual quantities, not limited to quantities in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.

2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.

3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.

4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.

5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.

6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) to purchases by public bodies from all Resident Veteran businesses receiving preference.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department P.O. Box 5971 Santa Fe, New Mexico 87502-5974, telephone (505) 827-0951, or on the web at <http://www.state.nm.us/treasury/contracts/index.html>, a page regularly updated.

- 1.04 Cross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the date as within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference)
 - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11)
 - F. Bidder Information (page BID-14)
 - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Total Contracting Services, Inc

State of Incorporation: New Mexico

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

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

Name (typed or printed): William Rivera

Title: President
(CORPORATE SEAL)

Attest: [Signature]



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: P.O. Box 72395 _____

Albuquerque, NM 87195 _____

Phone No. 505-321-3881 _____ Fax No. N/A _____

E-mail: WRivera@cal.us _____

SUBMITTED on February 22, 2017 _____

ARTICLE 10 - PREFERENCES

1001 Resident Contractor Preference

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department

New Mexico Contractor's License Number 86999

New Mexico Department of Workforce Solutions Registration Number 23014020140115

License Classifications GB98, GE09, MW101

1002 Resident Veteran Contractor Preference

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certificate form on page BID-9

CITY OF LAS VEGAS
STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIME TABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 21, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that no person has not, either directly or indirectly, entered into a plan or conspiracy of free collusion in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the time and date indicated for opening. If the mail or delivery of said Bid is delayed beyond the specified time and date, the City will not accept a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A Bidder alleging a material mistake of fact after Bids have been opened may request that 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 by non-compliance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 94-3429942

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payroll may be withheld under Section 7-105 N.M.S.A. (1978) if you are subject to New Mexico Gross Receipts Tax and have not obtained a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering conditions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-491671-00-4

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 91, Laws of 2008.

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

If any Bidder is of the opinion that the Specifications or award process number from submitting a Bid, in either option should be made known to the Department involved in this Bid Request at least seven (7) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be accepted from bidders which do not also furnish satisfactory documentation with their protest. The bidder must also file a duly sworn affidavit of the TECHNICAL SPECIFICATIONS which form part of the Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "Or Equivalent" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice or withdrawal of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE

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

BIDDER INFORMATION

BIDDER: Total Contracting Services, Inc.

AUTHORIZED AGENT: William Rivera

ADDRESS: P.O. Box 72395 Albuquerque, NM 87195

TELEPHONE NUMBER: (505) 321-3831

FAX NUMBER: N/A

DELIVERY: N/A

STATE PURCHASING RESIDENT CERTIFICATION NO: 1128394266

NEW MEXICO CONTRACTORS LICENSE NO: 46999

BD TERMS: Per Bid Form

ITEM(S) UNDER THIS BID ARE TO BE P.O.B LAS VEGAS, NEW MEXICO #701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Bernalillo

I, William Rivera of legal age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to execute 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 or 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 decision between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

William Rivera
Signature

Subscribed and sworn to before me this 12 day of January 2017

SEAL: [Signature]
Notary Public, State of New Mexico
My Commission Expires 1-01-2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel & 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.

"Period of the procurement process" means the time period commencing with the public notice of the Request for Proposal and ending with the award of the contract or the cancellation of the Request for Proposal.

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

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

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

DISCLOSURE OF CONTRIBUTIONS

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Name of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature _____ Date _____

Title (Position) _____

OR

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

 _____ February 12, 2014 _____
Signature Date

President _____
Title (Position)

BID BOND

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

BIDDER (Name and Address): Total Contracting Services, Inc
PO Box 72395
Albuquerque, New Mexico 87195

SURETY (Name and Address of Principal Place of Business): Granite RE, Inc.
14001 Quailbrook Drive
Oklahoma City, Oklahoma 73134

OWNER:
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID
Bid Due Date: February 22, 2017
Description (Project Name and Include Location): East Waterline Loop-Segment B, Various
Locations, Las Vegas, New Mexico

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum Five Percent of Amount Bid \$ (5%)
(Words) (Figures)

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

BIDDER
Total Contracting Services, Inc (Seal)
Bidder's Name and Corporate Seal

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

By: _____
Signature

By: Stacey Boswell
Signature (Attach Power of Attorney)

Print Name

Stacey Boswell
Print Name

Title

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Attest: Valerie M...
Signature

Witness
Title

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category JACK AND BOE
Estimated Value of Work \$14,000.00
Subcontractor's Name DH UNDERGROUND, INC.
Business Address P.O. BOX 91958
ALBUQUERQUE, NM 87199 - 1958
Phone Number 505-220-0115
E-mail Address www.DHUNDERGROUND.com
Federal Identification No. (FEIN #) 85-0452083
New Mexico Contractor's License No. 61581
License Categories GF09
New Mexico Dept. of Workforce Solutions Registration No. 002272520110700 - 7/14/16
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

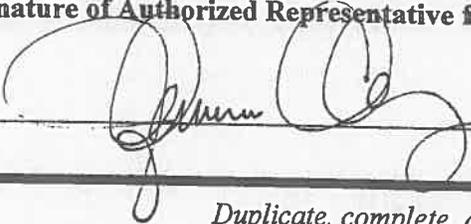
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

 _____ Date: 02/22/2017

Duplicate, complete, and submit additional sheets as required.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

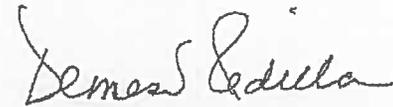
Issued to: **TOTAL CONTRACTING SERVICES, INC**

DBA: **TOTAL CONTRACTING SERVICES, INC**
PO BOX 72395
ALBUQUERQUE, NM 87195-2395

Expires: **18-Mar-2017**

Certificate Number:

L1888845264



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **TOTAL CONTRACTING SERVICES, INC.**
PERMANENT LICENSE #86999

Located at: 1724 ATRISCO SW, ALBUQUERQUE, NM 87105

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98, GF04, GF09, MM01

And to permit or contract projects singly in New Mexico of a dollar amount up to:

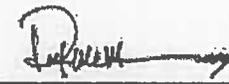
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

05/16/2002



Signature of Contractor



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



Certificate of Public Works Registration

Total Contracting Services

1724 Atrisco SW

Albuquerque, NM 87105

Registration Date: 12/21/2015

Registration Expiration: 1/6/2020

Registration Number: 03018120140115

This certificate does not show the current status for the company.

To see the current status for this company please go to the NMDWS Public Works Website at

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

BID FORM

PROJECT IDENTIFICATION:

East Waterline Loop - Segment B

ARTICLE 1 - BID RECEIPT

1.01 This Bid is submitted to:

City of Las Vegas

1700 N. Grand Avenue

Las Vegas, New Mexico 87701

1.02

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work, (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conditions, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practices" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process.

2. "fraudulent practices" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harrasing or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 67,000	\$ 67,000.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 27,500	\$ 27,500.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 55,000	\$ 55,000.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 56	\$ 139,440.00
5	8" Gate Valves w/Box	EA	4	\$ 4,000	\$ 16,000.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 57	\$ 8,607.00
7	Connect to Existing Water Line	EA	4	\$ 4,350	\$ 19,400.00
8	Asphalt removal and replacement	SY	900	\$ 45	\$ 40,500.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 423,947.00

RMERT @ 8.3958% \$ 35,551.76

TOTAL BID AMOUNT \$ 458,998.76

Unit Prices have been computed in accordance with Paragraph 11.03 B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidders should contact the State of New Mexico Taxation and Revenue

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
- E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
- F. Bidder Information (page BID-14)
- G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

A Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: A.A.C. Construction, LLC (SEAL)

State of Incorporation: New Mexico

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

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

Name (typed or printed): Andrew Simeros

Title: _____
(CORPORATE SEAL)

Attest: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 13 La Loma Rd

Santa Fe, NM 87507

Phone No. (505) 930-0931

Fax No. (505) 973-4787

E-mail Andrew@CNSD.net

SUBMITTED on 2-22-2017

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 361394

New Mexico Department of Workforce Solutions Registration Number 03058720140922

License Classifications GB-46, GS-46, MM-02, SE-01, 03, 04, 05, 07, 08, 09

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award, or award of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate Issued by the Taxation and Revenue Department.

CITY OF LAS VEGAS
STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-23 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 80-0371646

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (GRS): 03-157349-00-5

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City Issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: A.A.C. Construction, LLC

AUTHORIZED AGENT: Andrew Simeros

ADDRESS: 18 La Luna Rd, Santa Fe, NM 87507

TELEPHONE NUMBER: (505) 930-0981

FAX NUMBER: (505) 923-4787

DELIVERY: Las Vegas, New Mexico

STATE PURCHASING RESIDENT CERTIFICATION NO: L1795559376

NEW MEXICO CONTRACTORS LICENSE NO: 361394

BID ITEM(S): 1 thru 11

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Santa Fe

I, Andrew Simeros of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract, or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me this 22nd day of February, 2011



[Signature]
Notary Public Signature
My Commission Expires December 14, 2010

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

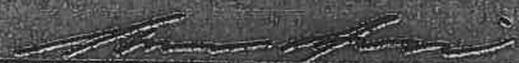
Signature _____

Date _____

Title (Position) _____

-OR-

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


Signature _____

2.22.17
Date _____

Managing Member
Title (Position) _____

BID BOND

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

BIDDER (Name and Address):

A.A.C. Construction, LLC
18 La Luna Rd.
Santa Fe, NM 87507

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

Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

OWNER (Name and Address):

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701-4731

BID

Bid Due Date: February 22nd, 2017

Description (Project Name— Include Location): East Waterline Loop-Segment B

BOND

Bond Number: BID

Date: February 22nd, 2017

Penal sum Five Percent Of The Amount Bid

\$ 5%

(Words)

(Figures)

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

BIDDER

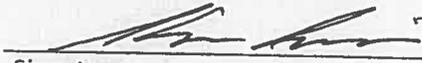
A.A.C. Construction, LLC (Seal)

Bidder's Name and Corporate Seal

SURETY

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

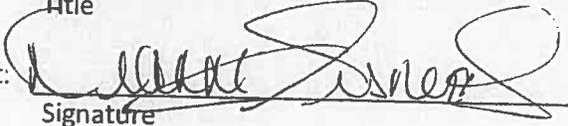
By: 
Signature

Andrew Sisneros

Print Name

Managing Member

Title

Attest: 
Signature

Title witness

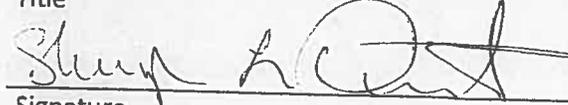
By: 
Signature (Attach Power of Attorney)

Maira Y. Ankeny

Print Name

Attorney-In-Fact

Title

Attest: 
Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRY L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so fixed by order of the Board of Directors of said corporation; and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257



Kadden E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 2nd day of February 20 17



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

Certificate of Contractor Registration



This is to certify that

A.A.C. Construction, LLC

18 LA LUNA RD

SANTA FE, NM, 87507-4312

has registered with the Department of Workforce Solutions

Registration Date: 9/16/2016

Registration Number: 03058720140922

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

**CONSENT AND APPROVAL OF ACTION OF THE SOLE
MEMBER OF A.A.C. CONSTRUCTION, LLC FOR 2013**

THE UNDERSIGNED, being the sole Member of A.A.C. Construction, LLC (the "Company"), hereby ratifies and approves the following resolutions:

RESOLVED; that it is in the intent of the Company to maintain the present membership arrangement in the Company unless and until changed by a written resolution signed by the sole Member.

FURTHER RESOLVED; that the sole Member elected Andrew C. Sisneros to serve as Managing Member of the Company until the next annual meeting of the company, or until his successor is duly elected and qualified as provided in the Operating Agreement of the Company; and

FURTHER RESOLVED; that the sole Member approves and ratifies the actions of the Managing Members for the previous year.

Effective: June 25, 2013



ANDREW C. SISNEROS, MANAGING MEMBER

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

A.A.C. CONSTRUCTION, LLC.

LICENSE NO. 361394

361394

Qualifying Party(S)
SISNEROS ANDREW



EXPIRES

05/31/2018

CLASSIFICATION(S)

~~GB2 GB3C GB4 GB5~~

~~GB6 GB7C GB8 GB9~~

~~GB10 MM2C~~

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

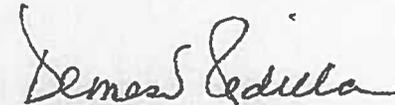
Issued to: **A.A.C. CONSTRUCTION, LLC**

DBA: **A.A.C. CONSTRUCTION, LLC**
18 LA LUNA RD
SANTA FE, NM 87507-4312

Expires: **17-Feb-2018**

Certificate Number:

L1795559376



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Adams Construction

BID

BID FORM

PROJECT IDENTIFICATION: East Waterline Loop - Segment B

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01 E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01 D:
 - 1. "corrupt practices" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 46,000 ⁰⁰	\$ 46,000 ⁰⁰
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 52,000 ⁰⁰	\$ 52,000 ⁰⁰
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,000 ⁰⁰	\$ 42,000 ⁰⁰
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 20 ⁰⁰	\$ 49,800 ⁰⁰
5	8" Gate Valves w/Box	EA	4	\$ 1540 ⁰⁰	\$ 6160 ⁰⁰
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 69 ⁰⁰	\$ 10,419 ⁰⁰
7	Connect to Existing Water Line	EA	4	\$ 2380 ⁰⁰	\$ 9520 ⁰⁰
8	Asphalt removal and replacement	SY	900	\$ 53 ⁰⁰	\$ 47,700 ⁰⁰
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 313,599⁰⁰

NMGRT @ 8.958% \$ 26,329¹⁴

TOTAL BID AMOUNT \$ 339,928¹⁴

Unit Prices have been computed in accordance with Paragraph 11.03 B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
- E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
- F. Bidder Information (page BID-14)
- G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Adams Construction Inc. (SEAL)

State of Incorporation: New Mexico

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

By: Juan C. Adams President
(signature -- attach evidence of authority to sign)

Name (typed or printed): Juan C. Adams

Title: President
(CORPORATE SEAL)

Attest: [Signature]



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 13 Branta Vista Blvd

Las Lunas, New Mexico 87103

Phone No. 505-573-0348

Fax No. NONE

E-mail AdamsConst@aol.com

SUBMITTED on 2-21 2017

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? 367697 YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 367697

New Mexico Department of Workforce Solutions Registration Number 00224842 0110514

License Classifications GFO9 G504

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

N/A

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

270778286

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS):

03-194703-00-4

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 8-1, Laws of 2006.

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Adame Construction Inc.
 AUTHORIZED AGENT: Juan C Adame President
 ADDRESS: 13 Bonita Vista Blvd Las Lunas, NM 87103
 TELEPHONE NUMBER: (505) 573-0348
 FAX NUMBER: () NONE
 DELIVERY: My Work
 STATE PURCHASING RESIDENT CERTIFICATION NO: L1182922288
 NEW MEXICO CONTRACTORS LICENSE NO. 367697
 BID ITEM(S): All as GENERAL

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico
 COUNTY OF Valencia

I, Juan Adame, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Juan C Adame
 Signature

Subscribed and sworn to before me, this 21 day of February, 20 17.



Robert L. Padilla
 Notary Public Signature
 My Commission Expires: August 18, 2018

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/28/17

DEPT: Utilities Dept.

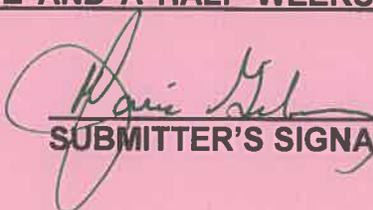
MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Award request for bids #2017-16 for the Storrie Lake MDF Water Line Repair to Hays Plumbing and enter into agreement.

BACKGROUND/RATIONALE: The City of Las Vegas Utilities department went out for sealed bids for the Storrie Lake water line repair. The water line underneath the Storrie canal is leaking and repairing the line will help reduce water loss.

Advertised: January 25, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website
Bid Opening: February 22, 2017
Number of Bidders: 7 – TLC Plumbing, TRC Construction, Hays Plumbing, Adame Construction, A.A.C. Construction, Total Contracting, New Image Construction (*See attached bid tabulation*)
Funding Source: City Funding
Budget Line Item: 646-0000-650-8035

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Storrie Lake Waterline
PROJECT NUMBER: UT-WFD-SLW-2016
PROJECT MANAGER: Benito

ENGINEER: Molzen Corbin
CONTRACT NUMBER: 2673-13

PROJECT DESCRIPTION: To repair a section of the medite line near Storrie

TIMELINE: June to Sep 2017

Action Item Award Bid

Planned FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date	Est. BAL to Expend in '17/18
City \$ 110,000	Design \$ 12,000	Design \$12,000	Design \$ 0
State \$ 0	Engr Services \$ 10,000	Engr Services \$ 0.00	Engr Services \$ 10,000
Federal \$0.00	Construction \$85,000	Const \$ 0.00	Construction \$ 77,395
Total Funds \$110,000	Total Estimated \$107,000	Total \$12,000	Total \$ 87,395

BUDGETED AMOUNT: \$90,000 **LINE ITEM NUMBER:** 646-0000-650-8035/87?? TBD

ACTION	DESCRIPTION	DATE
Funding Source	CITY	
Loan/Grant/City	City \$110,000 Grant \$ 0 Loan \$ 0 Total \$110,000	FY 17/18 Budget
Authorized Resolution		NA
RFP	101-18	2013
Engineering Services Agreement	Contract#2673-13	2013
Engineering Estimate	Total Engineer's Estimate \$ 93,220.39	2016
Bid Document Review	Bid #2017-16	Jan 9 17
Advertisement	ABQ, LV, Website	Jan 25 17
Bid Opening	LV Purchasing Office	Feb 22 17
Bid Tabulation	Contractor Hays Amount \$71,400 Contractor New Image Amount \$78,100 Contractor TRC Amount \$87,435.80 Contractor Total Contracting Amount \$95,700 Contractor AAC Amount \$98,500 Contractor TLC Amount \$128,500 Contractor ADAME Amount \$179,000	Mar 3 17
Construction Estimate	Contractor Share \$ \$71,400 (Including NMGR)T City Share \$ 0	
Engineer's Recommendation	Hays	Mar 6 17
Staff Recommendation	Hays	Mar 13 17
Committee Recommendation	Schedule for next UAC meeting	May 9 17
Council Approval	Scheduled for Work Session and Regular Session	May 17 17
Notice To Proceed		TBD

MOLZENCORBIN

May 4, 2017

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

**RE: Information for Consideration of Award
Storrie Lake Waterline Repair**

LVG163-13

Dear Mr. Cordova:

The City of Las Vegas received seven (7) Bids on February 22, 2017 for the Storrie Lake Waterline Repair. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hay's Plumbing & Heating, Inc. in the amount of \$71,400.00, excluding, NMGRT. The total Bid including NMGRT is \$77,394.60.

- Hay's Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF098, GA01, GF09, E101 and ES02, with License No. 8243. We have verified this information with Contractor Listing Services, Inc. (www.public.psiexams.com).
- The Surety for the Bid Bond is Western Surety NAIC #13188. As required, the Surety is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$131,504,000.00. We have verified this with the U.S. Department of Treasury's listing of approved Sureties approved to conduct business in the State of New Mexico (www.fms.treas.gov/c570).
- Hay's Plumbing & Heating, Inc. and all subcontractors over \$60,000 are registered with the New Mexico Department of Workforce Solutions.
- Hay's Plumbing & Heating, Inc. submitted all required Bid Forms.

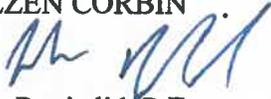
We understand that the Owner reserves the right to award or reject any bid, as well as waive any technical irregularities in the bids. Should the City decide to award the project to Hay's Plumbing & Heating, Inc., please let us know and we will provide the City with the appropriate Notice of Award form.

Mr. Marvin Cordova
May 4, 2017
Page 2

Please call me or Mr. Clayton H. Ten Eyck, P.E., at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Jonah Ruybalid, P.E.

JR:ptm
Enclosures

cc: Ms. Maria Gilvarry, City of Las Vegas
Mr. Clayton Ten Eyck, P.E. Molzen Corbin
Mr. Douglas Albin, Molzen Corbin

Notice of Award

Date: _____

Project:	Storrie Lake Waterline Repair	
Owner:	City of Las Vegas	Owner's Contract No.:
Contract:		Engineer's Project No.: LVG163-13
Bidder:	Hay's Plumbing and Heating, Inc.	
Bidder's Address:	600 Railroad Avenue Las Vegas, New Mexico 87701	

You are notified that your Bid dated February 22, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Storrie Lake Waterline Repair.

The Contract Price of your Contract is Seventy-Seven Thousand, Three Hundred Ninety-Four and 60/100 Dollars (\$ 77,394.60, including \$5,994.60 NMGR). The following documents are provided with the Notice of Award:

- Five (5) copies of the Agreement, Performance Bond, and Payment Bond.
- A Sample Insurance Certificate.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. You must deliver to the Owner's Engineer five (5) fully executed counterparts of the Agreement, the Contract Security Bonds, and Insurance Certificates, as specified in the Instructions to Bidders and General Conditions.
2. List other conditions precedent:
You must deliver one (1) original set of Insurance Certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas
Owner

By: _____
Authorized Signature

Title

Contractor

By: _____
Authorized Signature

Title

BID EVALUATION SUMMARY

BID DATE: February 22, 2017

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: STORRIE LAKE WATERLINE CROSSING

	Hay's Plumbing & Heating, Inc.	New Image	TRC Construction, Inc.	Total Contracting Services, Inc.	A.A.C. Construction, LLC	TLC	Adame
Bid Signed?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addenda No. 1 acknowledged?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	366062	87667	86999	361394	51429	367697
NMDWFS Registration No.	002369720111209	03025920140321	002201920110314		03058720140922	0191742011629	0022404200110516
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, GA01, GF09, E101, ES02	GF09, GB98	GB98, GF09, GF08, EE98	GB98, GF09, MM01	GB98, GA98, MM02, GF01, GF03, GF04, GF05, GF07, GF08, GF09	GA98, GB98, GF98, MM98, EE98	GF09, GS04
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	No Subs	No Subs	No Subs	No Subs	No Subs	No Subs	No Subs
Are subcontractors registered with NMDWFS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Verification of Bid Bond	Western Surety NAIC# 13188 with the underwriting limitation of \$131,504,000.00	Philadelphia Indemnity Insurance Company NAIC# 18058 with the underwriting limitation of \$204,752,000.00	The Ohio Casualty Insurance Company NAIC# 24074 with the underwriting limitation of \$153,699,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Great American Insurance Company NAIC# 16691 with the underwriting limitation of \$152,110,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Base Bid exclusive of NMGR	\$71,400.00	\$78,100.00 **	\$87,435	\$95,700.00	\$98,500.00	\$128,500.00	\$179,000.00
Resident Contractor- 5%	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Resident Veteran Contractor	No	No	No	No	No	No	No
Amount with Preferences	\$67,830.00	\$74,195.00	\$83,063.25	\$90,915.00	\$93,575.00	\$122,075.00	\$170,050.00
Bid Amount Correct?	Yes	Yes- ** corrections were made to the bid to reflect the intent of the unit price bid on item #4	Yes	Yes	Yes	Yes	Yes

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

Bid Tabulation
 Storrie Lake Waterline Crossing
 City of Las Vegas

Bid Opening: February 23, 2017 at 2:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate		Key's Plumbing & Heating, Inc.		New Image		TRC Construction, Inc.		Total Contracting Services, Inc.		A.A.C. Construction, Inc.		TLC		Adams			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Insurance, and Bonds	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	
2	Demobilization and Closeout	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
3	Construction Staking	LS	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,556.00	\$2,556.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline Including Any Bends and Valves, and Disposal	LF	100	\$50.00	\$5,000.00	\$45.00	\$4,500.00	** \$65.00	\$6,500.00	\$97.25	\$9,725.00	\$96.00	\$9,600.00	\$65.00	\$6,500.00	\$110.00	\$11,000.00	\$100.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Installation of 14" Ductile Iron Pipe Waterlines including 5 bends, fittings, restrains, reconnection bonding, identification tags, tracer wire, terminal joints and crossings and backfills	LF	100	\$250.00	\$25,000.00	\$310.00	\$31,000.00	\$275.00	\$27,500.00	\$221.50	\$22,150.00	\$390.00	\$39,000.00	\$305.00	\$30,500.00	\$608.00	\$60,800.00	\$850.00	\$85,000.00	\$850.00	\$85,000.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterlines by using the existing 16" CCP to slip line under the Storrie Lake Canal including all Fusing, Excavation Pits, and Connections to Ductile Iron Borels, Complete in Place	LF	40	\$150.00	\$6,000.00	\$120.00	\$4,800.00	\$240.00	\$9,600.00	\$335.62	\$13,424.80	\$275.00	\$11,000.00	\$350.00	\$14,000.00	\$350.00	\$14,000.00	\$510.00	\$20,400.00	\$510.00	\$20,400.00
7	Provide Connection to existing 16" CCP Waterline including all Fittings, Reamates, Complete in Place	EA	2	\$10,000.00	\$20,000.00	\$5,150.00	\$10,300.00	\$5,000.00	\$10,000.00	\$4,595.00	\$9,190.00	\$4,200.00	\$8,400.00	\$6,500.00	\$13,000.00	\$7,500.00	\$15,000.00	\$9,800.00	\$19,600.00	\$9,800.00	\$19,600.00
8	Installation of 14" butterfly valve with valve box and man box	EA	2	\$8,000.00	\$16,000.00	\$3,900.00	\$7,800.00	\$5,000.00	\$10,000.00	\$4,945.00	\$9,890.00	\$6,600.00	\$13,200.00	\$8,500.00	\$17,000.00	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
				Subtotal	\$86,000.00	\$71,400.00	\$76,100.00	\$76,100.00	\$87,435.80	\$95,700.00	\$96,000.00	\$96,000.00	\$96,000.00	\$128,500.00	\$128,500.00	\$174,500.00	\$174,500.00	\$174,500.00	\$174,500.00	\$174,500.00	\$174,500.00
				Gross Receipts Tax @ 8.38559%	\$7,230.39	\$5,994.62	\$6,397.13	\$6,397.13	\$7,348.53	\$8,056.80	\$8,056.80	\$8,056.80	\$8,056.80	\$10,800.00	\$10,800.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00
				TOTAL	\$93,230.39	\$77,394.62	\$82,497.13	\$82,497.13	\$94,784.33	\$103,756.80	\$104,056.80	\$104,056.80	\$104,056.80	\$139,300.00	\$139,300.00	\$189,000.00	\$189,000.00	\$189,000.00	\$189,000.00	\$189,000.00	\$189,000.00
				For Bidding Purposes: Resident Contractor Fed. (5%)		Yes: 5%	\$3,619.50	Yes: 5%	\$3,619.50	Yes: 5%	\$3,619.50	Yes: 5%	\$3,619.50	Yes: 5%	\$3,619.50	Yes: 5%	\$3,619.50	Yes: 5%	\$3,619.50	Yes: 5%	\$3,619.50
				For Bidding Purposes: Resident Veteran Contractor Fed. (10%, 5%, 75%)		No		No		No		No		No		No		No		No	
				BID AMOUNT RANKING AFTER PREFERENCE:		#1		#2		#3		#4		#5		#6		#7			

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (**), or (***) . An (*) corresponds to a correction due to a math error. An (***) corresponds to a correction based on information received from the bidder identifying a mistake.

Clayton H. Ten Byck 3/7/17
 Clayton H. Ten Byck, P.E. Date

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Feb 22, 2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Storrie Lake water Line Repair

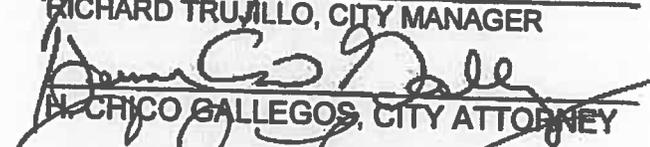
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

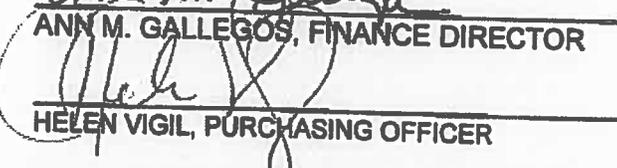
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Storrie Lake Water Line Repair, Opening No. 2017-16; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,


RICHARD TRUJILLO, CITY MANAGER

MICHICO GALLEGOS, CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-16

Date Issued: Jan 13, 2017

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Albuquerque Journal Jan 25, 2017

STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Feb 22, 2017 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for January, 2017. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:
SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and three (3) copies of Bid documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

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Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature _____

Date _____

Title (position) _____

-OR-

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

Signature _____

Date _____

Title (Position) _____

Original Bid

**BID
VETERANS**

BID FORM

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$	\$
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$	\$
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$	\$
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" C&P to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, C&P	LF	40	\$	\$
7	Provide Connection to Existing 16" C&P Waterline	EA	2	\$	\$
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$	\$
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran ~~Contractor preference~~ pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax-newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

9.02 Contractor License Information:

New Mexico Contractor's License Number _____

License Classifications _____

New Mexico Department of Workforce Solutions Registration Number _____

Federal Identification Number (FEIN #) _____

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? _____

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? _____

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9.

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this 'business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

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The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

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ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

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To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: () _____

FAX NUMBER: () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: _____

NEW MEXICO CONTRACTORS LICENSE NO. _____

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I, _____, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Signature

Date

Title (Position)

BID BOND

BID BOND

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

BIDDER *(Name and Address):*

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

OWNER:

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date:
Description *(Project Name and Include Location):*

BOND

Bond Number:
Date *(Not earlier than Bid due date):*
Penal sum _____

(Words)

\$

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
 Business Address _____

 Phone Number _____
 E-mail Address _____
 Federal Identification No. (FEIN #) _____
 New Mexico Contractor's License No. _____
 License Categories _____
 New Mexico Dept. of Workforce Solutions Registration No. _____
 (list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
 Business Address _____

 Phone Number _____
 E-mail Address _____
 Federal Identification No. (FEIN #) _____
 New Mexico Contractor's License No. _____
 License Categories _____
 New Mexico Dept. of Workforce Solutions Registration No. _____
 (list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

_____ Date: _____

Duplicate, complete, and submit additional sheets as required.

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

DATE: 22-Feb-2017

OPENING NO.: 2017-16

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): Storrie Lake Water Line Repair

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1. TRC Plumbing & Utility	128,500.00	✓	✓	✓
TRC Construction Inc	87,435.80	✓	✓	✓
2. Hays Plumbing & Heating Inc	71,400.00	✓	✓	✓
Adame Construction Inc	179,000.00	✓	✓	✓
3. A.A.C. Construction LLC	98,500.00	✓	✓	✓
Total Contracting Services Inc	95,700.00	✓	✓	✓
4. New Image Construction Inc.	78,100.00	✓	✓	✓

COMPANY REPRESENTATIVE	COMPANY NAME
Jonah Ruybalid	Molzen Corbin
Sam Colares	City of Las Vegas
JOSUE CHAVEZ	Total Contracting Svc, Inc.
Johnny Moncar	New Image CON
Robert Padilla	Adame Construction
DOUGLAS W. ALBIN	MOLZEN CORBIN
Gen M. Allegre	City of Las Vegas - Sun
Gregory E	HAYS P&H
Gary Hoffman	TRC Utility
	City of Las Vegas Purchasing

(use other side of form when full)
ORIGINALS TAKEN BY: _____

OPENED BY: FINANCE DEPARTMENT
Depe A. podaca
DATE: 2/22/17

DATE: _____
BY: _____
DATE: 2-27-17

BID FORM

FEB 22 2017

2:50 PM
JL

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

TLC Plumbing
+ Utility

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 4,000.-	\$ 4,000.-
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 110.-	\$ 11,000.-
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 600.-	\$ 60,000.-
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Lins Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 350.-	\$ 14,000.-
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 7,500.-	\$ 15,000.-
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	BA	2	\$ 6,000.-	\$ 12,000.-
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 128,500.-

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.

2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.

3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 -- TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: TLC Company Inc. (SEAL)

State of Incorporation: New Mexico

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

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

Name (typed or printed): Dale Armstong

Title: President
(CORPORATE SEAL)

Attest X  _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5000 Edith Blvd NE
Albuquerque, NM 87107

Phone No. 505-761-9696 Fax No. 505-761-5559

E-mail tcovel@tlcplumbing.com

SUBMITTED on February 22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 51429

License Classifications GA98, GB98, GF98, MM98, EE98

New Mexico Department of Workforce Solutions Registration Number 0191742011629

Federal Identification Number (FEIN #) 85-0410487

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0410487

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-226090-000

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: TLC Company Inc.

AUTHORIZED AGENT: Dale Armstrong - President

ADDRESS: 5000 Edith Blvd NE, Albuquerque, NM 87107

TELEPHONE NUMBER: (505) 761-9696

FAX NUMBER: (505) 761-5559

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: L0057474000

NEW MEXICO CONTRACTORS LICENSE NO. 51429 GA98, GB98, GF98, MM98, EE98

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Bernalillo

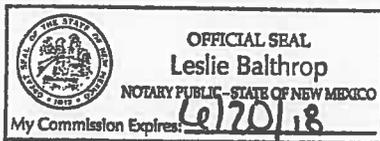
I, Dale Armstrong, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

X

[Signature]
Signature

Subscribed and sworn to before me, this 22nd day of February, 2017.

(SEAL)



[Signature]
Notary Public Signature

My Commission Expires: June 20, 2018

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

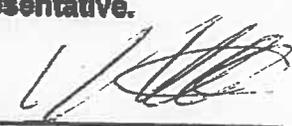
Signature

Date

Title (Position)

-OR-

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

X 

Signature

February 22, 2017

Date

President

Title (Position)

BID BOND

BID BOND

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

BIDDER (Name and Address):

TLC Company, Inc.
5000 Edith NE
Albuquerque, NM 87107

SURETY (Name and Address of Principal Place of Business):

Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

OWNER:

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): Storrie Lake Waterline Repair. Las Vegas, NM.

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): February 22, 2017

Penal sum ***Five Percent (5%) of Amount Bid***
(Words)

(\$ -----5%-----)
(Figures)

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

BIDDER TLC Company, Inc.

SURETY Great American Insurance Company

Bidder's Name and Corporate Seal

(Seal)

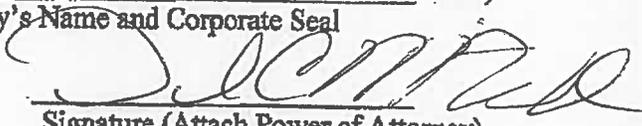
Surety's Name and Corporate Seal

(Seal)

By:


Signature

By:


Signature (Attach Power of Attorney)

Dale Armstrong
Print Name

David C. Mitchie
Print Name

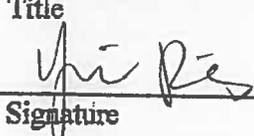
President
Title

Attorney-In-Fact
Title

Attest:


Signature

Attest:


Signature

Estimator
Title

Client Service Agent
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

POWER OF ATTORNEY

No. 0 14737

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS M. PADILLA	ALL OF	ALL
SHIRLEY A. TALLEY	ALBUQUERQUE,	\$100,000,000.00
DAVID C. MITCHIE	NEW MEXICO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8TH day of DECEMBER 2015

GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 8TH day of DECEMBER

DAVID C. KITCHIN (877-377-2405)

2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-14-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of Feb.

2017

Atty L C B
Assistant Secretary



**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category

Estimated Value of Work

Subcontractor's Name

Business Address

Phone Number

E-mail Address

Federal Identification No. (FEIN #)

New Mexico Contractor's License No.

License Categories

New Mexico Dept. of Workforce Solutions Registration No.
(list only if value of work is in excess of \$60,000)

Subcontract Category

Estimated Value of Work

Subcontractor's Name

Business Address

Phone Number

E-mail Address

Federal Identification No. (FEIN #)

New Mexico Contractor's License No.

License Categories

New Mexico Dept. of Workforce Solutions Registration No.
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

X



Date: February 22, 2017

Duplicate, complete, and submit additional sheets as required.



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **TLC COMPANY INC**

DBA: **TLC PLUMBING & UTILITY**
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107-4125

Expires: **02-Dec-2017**

Certificate Number:

L0057474000



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

11/15/2011
15:27:07

Edward J. Lopez
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Central Ave.
Santa Fe, New Mexico 87508

Lisa D. Martinez
Director

Has to certify that **TLC PLUMBING & UTILITY**
PERMITS LICENSE # 1420

Located at 1000 FRENCH BLVD ALBUQUERQUE, NM 87107

Has complied with all the requirements of the law and is hereby licensed as a contractor to operate under the classification(s) of:

EL01, EL01, CAIL, CAIL, CESA, CF02, CF04, CF08,

and to permit or contract projects worth to New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division in Santa Fe, New Mexico on:

[Signature]

Superintendent

01/15/2011

[Signature]

Lisa D. Martinez
Director

This certificate is the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable.

Certificate of Contractor Registration



This is to certify that

TLC Company, Inc.

TLC Plumbing & Utility
5000 EDITH BLVD NE

ALBUQUERQUE, NM, 87107-4125

has registered with the Department of Workforce Solutions

Registration Date: 4/7/2016

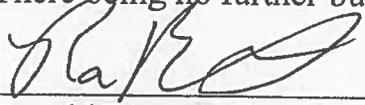
Registration Number: 0191742011629

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

Resolution of the Board of Directors
of
TLC Plumbing & Utility
January 23, 2007

- I. QUORUM A quorum was declared present based on the presence of the following shareholders:
Dale Armstrong
Ronald Burnett
- II. Purpose of the meeting is to authorize Dale Armstrong to enter into agreements of any nature on behalf of the corporation.
- III. As a result of the meeting, Dale Armstrong may enter into any agreements of any nature. Those agreements will bind the corporation.

There being no further business, the meeting was duly adjourned.



Ronald Burnett, Secretary



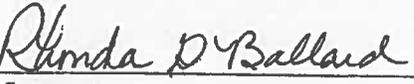
Dale Armstrong, Shareholder

1-23-07
Date



Ronald Burnett, Shareholder

1-23-07
Date



Notary

My commission expires:

Jan 23, 2010

BID FORM

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Table with 2 columns: Addendum No. and Addendum Date. Row 1: 1, 2/16/17

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 2,556.00	\$ 2,556.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 97.25	\$ 9,725.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 221.50	\$ 22,150.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 535.62	\$ 21,424.80
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 4,595.00	\$ 9,190.00
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 4,945.00	\$ 9,890.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGRT \$ 87,435.80

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: TRK Construction, Inc. (SEAL)

State of Incorporation: New Mexico
Type (General Business, Professional, Service, Limited Liability): _____

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

Name (typed or printed): Shannon Carter

Title: Vice President
(CORPORATE SEAL)

Attest Aimee Kerach

Affidavit of Authority to Sign for a Company, Corporation or Partnership*

Date: 02/02/2017

We, TRC Construction, Inc.
(Name of Company, Corporation or Partnership)

789 Highway 516
(Street Address)
Flora Vista, NM 87415
(City, State & Zip)

certify that Shannon Carter
(Typed/Printed Name of Individual Granted Authority to Sign for Your Company, Corporation or Partnership)

has the authority to execute title documents on behalf of our company, corporation or partnership for vehicles owned by our company, corporation, or partnership.

Note: An officer, partner or owner of the company, corporation or partnership must sign this form under oath. A copy of grantor's drivers license is required upon initial receipt of this affidavit.

Sworn to and subscribed before me:

This day of, 2nd February 2017
(Day) (Month) (Year)

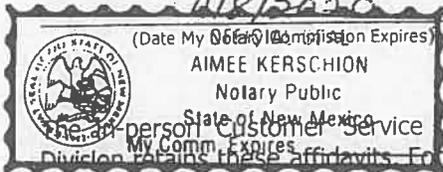
Aimee Kerschion
(Printed/Typed Name of Notary Public)

Aimee Kerschion
(Notary Public's Signature & Notary Seal or Stamp)

Terry Carter
(Printed Name of Officer, Partner or Owner)

Terry Carter
(Signature of Officer, Partner or Owner)

President
(Job Title/Position)



General Information

The in-person Customer Service Operations of the Department of Revenue's Motor Vehicle Division retains these affidavits Form T-19, in the Title Processing Unit for one (1) year from the date received. The individual granted authority to sign for your company, corporation or partnership must submit two (2) original affidavits, Form T-19, to the Title Processing Unit of the Motor Vehicle Division. The Motor Vehicle Division returns to the individual one (1) original, stamped affidavit, which indicates that it is in our files and valid for one (1) year from the date received. The authorized individual must submit a legible copy of the 'stamped' affidavit, Form T-19, with each set of title documents submitted for processing on behalf of your company, corporation or partnership.

*This form can be electronically completed and printed from the Department of Revenue's web site, www.dor.ga.gov, for signing, notarization and submission in-person only! The address for the Motor Vehicle Division is: Title Processing Window, Motor Vehicle Division, 4125 Welcome All Rd, Atlanta, GA 30349. The in-person Customer Service Operations is open Monday through Friday from 7:30 a.m. to 4:30 p.m. excluding state holidays. Except for the signature, this form must be typed, electronically completed and printed or legibly hand printed in blue or black ink. An authorized representative of the company, corporation or partnership must sign this completed form and enter his/her position or job title with the company, corporation or partnership in the space provided.

Any alteration or correction voids this form.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 789 NM Highway 576
Flora Vista, New Mexico 87415

Phone No. 505-334-8220 Fax No. 505-334-0815

E-mail rstandifer@tr-construction.com

SUBMITTED on 7/22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 87667

License Classifications GB98, GFO9, GFO8, EE98

New Mexico Department of Workforce Solutions Registration Number 002201920110314

Federal Identification Number (FEIN #) 82-0953652

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: B2-0553092

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-494939-003

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: TRC Construction, Inc.

AUTHORIZED AGENT: _____

ADDRESS: 789 NM Highway 576, Flora Vista, NM 87415

TELEPHONE NUMBER: (505) 334-8220

FAX NUMBER: (505) 334-0815

DELIVERY: Jobsite

STATE PURCHASING RESIDENT CERTIFICATION NO: L0101357520

NEW MEXICO CONTRACTORS LICENSE NO. 87667

BID ITEM(S): ALL

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NM }

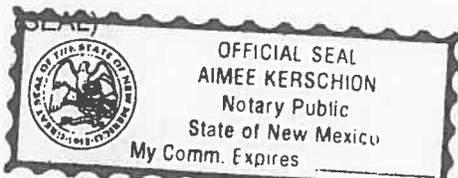
COUNTY OF San Juan }

I, Shannon Carter, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Shannon Carter
Signature

Subscribed and sworn to before me, this 20th day of February, 2017.

Aimee Kerschion
Notary Public Signature
My Commission Expires: 11/8/2020



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Shannon Carter

Signature

02/20/17

Date

Vice President

Title (Position)



BID BOND

Bond

KNOW ALL BY THESE PRESENTS, That we, TRC Construction, Inc.

of Flora Vista, NM

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company (hereinafter called the Surety).

as Surety, are held and firmly bound unto City of Las Vegas, NM

(hereinafter called the Obligee) in the penal sum of 5% of Amount Bid

Dollars (5% of Amount Bid)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH. That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Storrie Lake Waterline Repair

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 13th day of February, 2017

TRC Construction, Inc. (Seal)
Principal

[Signature]
Witness

[Signature] Vice President
Title



The Ohio Casualty Insurance Company
By [Signature]
Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

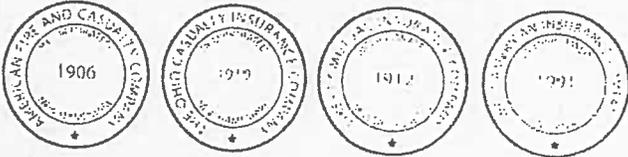
Certificate No. 7113655

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angel Medina; Breanna Lucas; Holly Parrish; Jacqueline A. Farmer; Lyle Love; Roy L. Owen; Tamara L. Huntsman

all of the city of FARMINGTON, state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of September, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written



Notarial Seal:
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

ARTICLE IV - OFFICERS - Section 12 Power of Attorney Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

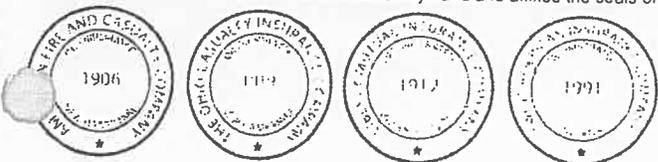
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of February, 2017.



By: [Signature]
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Certificate of Contractor Registration



This is to certify that

TRC Construction Inc

789 NM 516

FLORA VISTA, NM, 87415-9618

has registered with the Department of Workforce Solutions

Registration Date: 2/13/2017

Registration Number: 002201920110314

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

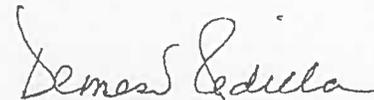
RESIDENT CONTRACTOR CERTIFICATE

Issued to: TRC CONSTRUCTION INC
DBA: TRC CONSTRUCTION INC
PO BOX 430
FLORA VISTA, NM 87415-0430

Expires: **18-Feb-2018**

Certificate Number:

L0101357520



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **TRC CONSTRUCTION, INC.**
PERMANENT LICENSE #87667

Located at: 789 NM HWY 516, FLORA VISTA, NM 87415

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

EE98, GB98, GF08, GF09

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

10/22/2002

Signature of Contractor

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

Pat McMurray

Pat McMurray
Director

NOTE: This Certificate is mine and shall remain the property

time upon demand. This certificate is not transferable

TRC CONSTRUCTION, INC.
LICENSE NUMBER
87667
Qualifying Party(S)
STANDIFERD RON
STANDIFERD RON
CARTER TERRY
ANDERSON NICHOLAS
GRAVES SCOTT
EXPIRES
10/31/2017
CLASSIFICATION(S)
EE98, GB98, GF08, GF09



DIRECTOR



TRC

CONSTRUCTION, INC.

**PROJECT: STORRIE LAKE WATERLINE REPAIR
CITY OF LAS VEGAS, NEW MEXICO**

List of Proposed Subcontractors:

1. **Fierro & Company – Engineers & Surveyors**
Survey Staking & Asbuilts
5508 Costa Urede Rd NW
505-352-8930
Albuquerque, New Mexico 87120

2. **Southwest Safety Services**
P.O. Box 9227
Albuquerque, New Mexico 87119
505-873-0044
License No. 82265

3. **Inspections Plus, Inc.**
4382 Alexander Blvd., NE
Albuquerque, New Mexico 87107
505-344-9410

4. **Billingsley Engineering Company**
901 6th Street
Las Vegas, New Mexico 87701

PO BOX 430
FLORA VISTA, NM 87415
OFFICE: (505) 334-8220
FAX: (505) 334-0815

Hays Plumbing + Heating

**BID
VETERANS**

BID FORM

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>2/16/2017</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 500.00	\$ 500.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 45.00	\$ 4,500.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 310.00	\$ 31,000.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 120.00	\$ 4,800.00
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 5,150.00	\$ 10,300.00
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 3,900.00	\$ 7,800.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 71,400.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.
- 5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).
- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
 2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
 3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
 4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:
If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

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

State of Incorporation: _____

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

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

Name (typed or printed): Gordon Hays

Title: President

(CORPORATE SEAL)

Attest: [Signature]

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 600 Railroad Ave. Las Vegas, New Mexico 87701

Phone No. (505) 425-7535 Fax No. (505) 454-0202

E-mail hays_plumbing@hotmail.com

SUBMITTED on February 22, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 8243

License Classifications MM-98, GB-98, GF-98, GA-01, GF-09, E-101, ES-02

New Mexico Department of Workforce Solutions Registration Number 002369720111209

Federal Identification Number (FEIN #) 85-0168958

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

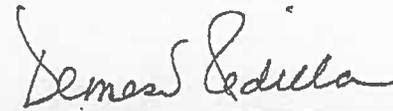
RESIDENT CONTRACTOR CERTIFICATE

Issued to: **HAYS PLUMBING & HEATING INC**
DBA: **HAYS PLUMBING & HEATING INC**
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **11-Feb-2018**

Certificate Number:

L1311969232



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSEERABLE

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

BID BOND

BID BOND

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

BIDDER (Name and Address):

Adame Construction, Inc.
13 Bonita Vista Blvd
Los Lunas, NM 87031

SURETY (Name and Address of Principal Place of Business):

Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

OWNER (Name and Address):

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

BID

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): Storrie Lake Waterline Repair
Las Vegas, NM

BOND

Bond Number: BID

Date (Not later than Bid due date): February 22, 2017

Penal sum Five Percent Of The Amount Bid \$ 5%
(Words) (Figures)

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

BIDDER

Adame Construction, Inc.
Bidder's Name and Corporate Seal

(Seal)

SURETY

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

(Seal)

By: Juan C Adame
Signature

Juan C. Adame
Print Name

President
Title

Attest: Robert L Padilla
Signature

Notary
Title

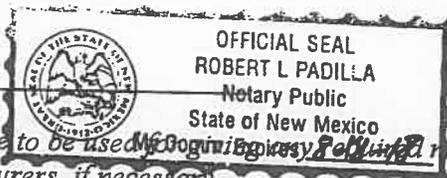
By: Susan J Vance
Signature (Attach Power of Attorney)

Susan J. Vance
Print Name

Attorney-In-Fact
Title

Attest: Susan J Vance
Signature

Witness
Title



Note: Above addresses are to be used for giving notice. Provide execution by any additional parties, such as joint venturers, if necessary.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the state of OKLAHOMA does hereby constitute and appoint:

ROGER N. DOWNEY, CHRISTIAN B. DOWNEY, SHERRY L. QUINT, MARIA Y. ANKENY, SUSAN J. VANCE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

ROGER N. DOWNEY, CHRISTIAN B. DOWNEY, SHERRY L. QUINT, MARIA Y. ANKENY, SUSAN J. VANCE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Kyle P. McDonald, were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission # -01013257



Stephen L. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987 minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 2nd day of February, 2013.



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

BID BOND

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

BIDDER *(Name and Address):*

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

OWNER:

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date:
Description *(Project Name and Include Location):*

BOND

Bond Number:
Date *(Not earlier than Bid due date):*
Penal sum _____

(Words)

\$

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

A.A.C. Construction

**BID
VETERANS**

BID FORM

PROJECT IDENTIFICATION: Storite Lake Waterline Repair

ARTICLE 1 - BID RECEIPT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01 E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the place(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding, and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01 D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harassing or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 5,000	\$ 5,000.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 65	\$ 6,500.00
5	Installation of 14" Ductile Iron Pipe Waterline Including S Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 305	\$ 30,500.00
6	Installation of 14" PVC DR 18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storm Lake Canal, Including all Basing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 350	\$ 14,000.00
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 6,500	\$ 13,000.00
8	Installation of 14" Buried Valve With Valve, and Gear Boxes	EA	2	\$ 8,500	\$ 17,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT WONMERT \$ 98,500.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.

2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.

3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recentlyupdated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 18 La Luna Rd

Santa Fe, NM 87507

Phone No. (505) 930-0431 Fax No. (505) 473-4737

E-mail Ortiz@consp.net

SUBMITTED on 2-22- 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number

361394

License Classifications

GB-13, GA-13, MM-02, GF-01, 03, 04, 05, 07, 08, 09

New Mexico Department of Workforce Solutions Registration Number

03058720140922

Federal Identification Number (FEIN #)

80-037 1516

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference?

Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference?

No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preferences under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

CITY OF LAS VEGAS
STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-23 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NONCOLLUSION

In stating their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 30-0371696

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1976) 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) 827-9700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-157344-00-5

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclosures (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: A.A.C. Construction, LLC

AUTHORIZED AGENT: Andrew Stoneros

ADDRESS: 18 La Luna Rd, Santa Fe, NM 87507

TELEPHONE NUMBER: (505) 930-0481

FAX NUMBER: (505) 473-4787

DELIVERY: Las Vegas, New Mexico

STATE PURCHASING RESIDENT CERTIFICATION NO: L1795559376

NEW MEXICO CONTRACTORS LICENSE NO. 361399

BID ITEM(S): 1 Thru 9

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Santa Fe

I, Andrew Stoneros of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affidavit 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 issuing of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 22nd day of February, 2017



[Signature]
Notary Public Signature
My Commission Expires December 14, 2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply.

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature _____

Date _____

Title (Position) _____

-OR-

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

Signature  _____
Signature

Date 2-22-17 _____
Date

Managing Member
Title (Position)

BID BOND

BID BOND

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

BIDDER (Name and Address):

A.A.C. Construction, LLC
18 La Luna Rd.
Santa Fe, NM 87507

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

Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

OWNER (Name and Address):

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701-4731

BID

Bid Due Date: February 22nd, 2017

Description (Project Name— Include Location): Storrie Lake Water Line Repair

BOND

Bond Number: BID

Date: February 22nd, 2017

Penal sum Five Percent Of The Amount Bid \$ 5%

(Words)

(Figures)

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

BIDDER

A.A.C. Construction, LLC (Seal)

Bidder's Name and Corporate Seal

SURETY

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

By:

[Signature]
Signature

Andrew Sisneros

Print Name

Managing Member

Title

Attest:

[Signature]
Signature

Title Witness

By:

[Signature]
Signature (Attach Power of Attorney)

Maira Y. Ankeny

Print Name

Attorney-In-Fact

Title

Attest:

[Signature]
Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROGER N. DOWNEY, CHRISTIAN B. DOWNEY, SHERRY L. QUINT, MARIA Y. ANKENY, SUSAN J. VANCE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

ROGER N. DOWNEY, CHRISTIAN B. DOWNEY, SHERRY L. QUINT, MARIA Y. ANKENY, SUSAN J. VANCE may lawfully do in the premises by virtue of these presents

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, in said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 18, 2017
Commission #: 01013257



Karen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal of a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of February, 20_____.



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

Certificate of Contractor Registration



This is to certify that

A.A.C. Construction, LLC

18 LA LUNA RD

SANTA FE, NM, 87507-4312

has registered with the Department of Workforce Solutions

Registration Date: 9/16/2016

Registration Number: 03058720140922

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

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

A.A.C. CONSTRUCTION, LLC.

LICENSE NO. 361394

361394

Qualifying Party(S):
SISNEROS ANDREW

EXPIRES

05/31/2018

CLASSIFICATION(S):

GB01 GB02 GB03 GB04 GB05

GB06 GB07 GB08 GB09 GB10

GB11 GB12 GB13 GB14 GB15

GB16 GB17 GB18 GB19 GB20

GB21 GB22 GB23 GB24 GB25

GB26 GB27 GB28 GB29 GB30

GB31 GB32 GB33 GB34 GB35

GB36 GB37 GB38 GB39 GB40

GB41 GB42 GB43 GB44 GB45

GB46 GB47 GB48 GB49 GB50

GB51 GB52 GB53 GB54 GB55

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GB61 GB62 GB63 GB64 GB65

GB66 GB67 GB68 GB69 GB70

GB71 GB72 GB73 GB74 GB75

GB76 GB77 GB78 GB79 GB80

GB81 GB82 GB83 GB84 GB85

GB86 GB87 GB88 GB89 GB90

GB91 GB92 GB93 GB94 GB95

GB96 GB97 GB98 GB99 GB00

MM01 MM02

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

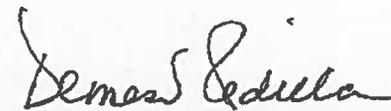
Issued to: **A.A.C. CONSTRUCTION, LLC**

DBA: **A.A.C. CONSTRUCTION, LLC**
18 LA LUNA RD
SANTA FE, NM 87507-4312

Expires: **17-Feb-2018**

Certificate Number:

L1795559376



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**CONSENT AND APPROVAL OF ACTION OF THE SOLE
MEMBER OF A.A.C. CONSTRUCTION, LLC FOR 2013**

THE UNDERSIGNED, being the sole Member of A.A.C. Construction, LLC (the "Company"), hereby ratifies and approves the following resolutions:

RESOLVED; that it is in the intent of the Company to maintain the present membership arrangement in the Company unless and until changed by a written resolution signed by the sole Member.

FURTHER RESOLVED; that the sole Member elected Andrew C. Sisneros to serve as Managing Member of the Company until the next annual meeting of the company, or until his successor is duly elected and qualified as provided in the Operating Agreement of the Company; and

FURTHER RESOLVED; that the sole Member approves and ratifies the actions of the Managing Members for the previous year.

Effective: June 25, 2013



ANDREW C. SISNEROS, MANAGING MEMBER

FEB 22 2007



BID
VETERANS

ARTICLE 1 - BID RECEIPT

1.01 This Bid is submitted by: City of Las Vegas
3100 N. Grand Avenue
Las Vegas, New Mexico 87901

1.02 The undersigned Bidder, in response and acceptance of this Bid, is accepted to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will execute and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within 10 days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, notices referred to in the Bidding Documents, and the following suggested schedule of which is hereby acknowledged:

<u>Activity No.</u>	<u>Activity Date</u>
<u>1</u>	<u>08/16/07</u>

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect the progress and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at the project site in the State and all other available records and existing surveys or measurements (including the State Geologic Land Survey and all related) that have been obtained in

SC-402, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-406.

- F. Bidder has considered the information known to Bidder, information commonly known to evaluators doing business in the locality of the Site, information and observations obtained from visits to the Site, the Bidding Documents, and the Site-related text and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- G. Based on the information and observations referred to in Paragraph 3.01.F above, Bidder does not believe that further examinations, investigations, evaluations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the Site, and within the limits required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site in relation to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution proposed by Engineer is acceptable to Bidder.
 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or pacts of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding and
- D. Bidder has not engaged in or attempted to engage in collusive or coercive practices in competing for the Contract for the purposes of the Paragraph 4.01A.
 1. Collusive practices include the offering of and accepting of any thing of value directly or indirectly to or from a Bidder involved in the bidding process.

2. "artificial practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial and competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
3. "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial and competitive levels, and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their performance in the bidding process or affect the conduct of the Contract.

ARTICLE 3 - BASIS OF BID

301 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Professional Insurance and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Cleanup	LS	1	\$ 12,000.00	\$ 12,000.00
3	Construction Staking	LS	1	\$ 2,000.00	\$ 2,000.00
4	Removal of 16" dia. 10' Concrete Cylinders Five Waterline including Six Poles and Valves and 17' Pipe	LF	100	\$ 95.00	\$ 9,500.00
5	Installation of 14" Dia. 10' Iron Pipe Waterline including 60' length of 10' Rebar, 10' Rebar, Reinforcement, 10' 10' Rebar, 10' Rebar, 10' 10' Rebar, 10' 10' Rebar, and 10' 10' Rebar	LF	100	\$ 390.00	\$ 39,000.00
6	Installation of 14" PVC DR 10' to 10' 10' DR 10' 10' Waterline by Using the Existing 10' 10' 10' Pipe Line Under the Sixty Lake Canal including all Form, Excavation, Fill, and Construction to locate the New Pipe. CIP	LF	40	\$ 275.00	\$ 11,000.00
7	Provide Concrete for Existing 10' CIP Waterline	EA	1	\$ 6,300.00	\$ 6,300.00
8	Installation of 14" dia. 10' Iron Pipe with Valves and Poles	EA	1	\$ 15,000.00	\$ 15,000.00
9	Excavation, Fencing, and Cleanup	ALLOW	1	\$ 3,000.00	\$ 3,000.00

TOTAL BID AMOUNT WORKING \$ 95,700.00

The Prices are shown computed in accordance with Paragraph 11.1.3 of the General Conditions. Bidder will be held to the bid amount shown and the award for the purpose of completion of work. All items shown for quantity are to be based on actual quantities shown on the drawings and specifications.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

§ 03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference. Certificates (see Page BID-3 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA, 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-2, NMSA, 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractors, the preference shall be calculated in proportion to its percentage of the Contract based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5378, Santa Fe, New Mexico 87502-5378, telephone (505) 837-8831, or on the web at <http://www.sos.state.nm.us/irsandreb/irsandreb.html>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the annual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially completed and will be completed and ready for final payment in accordance with the terms of the Bid and Contract documents or relative to the date of substantial completion of the Work as stated in the Contract documents.

6.02 Bidder shall be responsible for obtaining all required permits.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security
- B. List of Proposed Subcontractors for compliance with New Jersey Subcontractor's Fair Practices Act
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference)
- D. Resident/Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-2 (if seeking preference)

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9- BID SUBMITTAL

9.01 This Bid is submitted by:

It is for us:

An Individual

Name (typed or printed) _____

By _____
(Individual's signature)

Doing business as _____

A Partnership

Partnership Name: _____

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

Name (typed or printed) _____

A Corporation

Corporation Name: Topo Contracting Services, Inc.

State of Incorporation: New Mexico

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

By William Rivera
(Signature - attach evidence of authority to sign)

Name (typed or printed) William Rivera

Title: President
(CORPORATE SEAL)

After _____



A Joint Venture

Name of Joint Venture _____

First Joint Venture Partner _____ (SEAL)

By _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Partner Name _____ (SEAL)

By _____
(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture partner must sign. The manner of signing for each individual partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: P.O. Box 72387 _____

Albuquerque, NM 87135 _____

Phone No. 505-321-3881 _____ Fax No. N/A _____

E-mail: Wet@earthlink.net _____

SUBMITTED on January 21, 2012 _____

9.52 Contractor License Information

New Mexico Contractor's License Number 80808

License Classification CLASS B, C, D, M, W

New Mexico Department of Workforce Solutions Registration Number 02/16/20140115

Federal Identification Number (EIN) 04-348947

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certification issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certification issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page 411 & 42.

Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following to be true in application of the resident veterans' preference to this procurement:

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$50,000 allowing for the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department during under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the other reports of this business' activities for a Resident Veteran Business Preference, Resident Veteran Contract or Procurement Sections 13-1-21 or 13-1-22 M.V.S.A. 1976, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount to be used in the report the award amount as a purchase from a public body or as a public works contract from a public body as follows: \$_____.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading information about this matter constitutes a crime.

W. J. H. 1/1/88
(Signature of Business Representative) (Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business and a subject to perjury and may result in denial of an award or the award of the procurement if the statements are proven to be untrue.

To receive this preference, business must also submit a copy of their Resident Veterans
Contractor Certificate issued by the Taxation and Revenue Department.

CITY OF LAS VEGAS
STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid to those bidding in a procurement related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIME TABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1760 Main Street, Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Open to Number. Failure to comply with this requirement may result in the rejection of your submitted bid. Enclose one (1) original and two (2) copies of Bid.

BRIEBRY AND KICKBACK

The Procurement Code of New Mexico (Section 19-1-23 through 19-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1975) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-4-1 through 30-4-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or giving illegal kickbacks.

NO COLLUSION

In submitting this Bid and awarding the Bidder certifies that neither has not, either directly or indirectly, entered into an agreement of collusion or conspiracy in connection with the submitted Bid.

RESPONSIBILITY FOR BIDDER

The Bidder certifies that the Bidder is a responsible Bidder and that the Bidder is qualified to perform the work under the Bid. The Bidder certifies that the Bidder is not a debarred Bidder and that the Bidder is not a Bidder who has been debarred by the City of Las Vegas. The Bidder certifies that the Bidder is not a Bidder who has been debarred by the City of Las Vegas. The Bidder certifies that the Bidder is not a Bidder who has been debarred by the City of Las Vegas.

CLARIFICATION OF BID

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

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly defined and approved in writing by the Bidder. Resubmission must be made in the scheduled Bid Opening Time to be considered. After Bid Opening, no price modifications or alternate 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 their own expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 94-3429813

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Employers must withhold taxes under Section 7-0-8 N.M.S.A. (1978) if you are subject to New Mexico Gross Receipts Tax and taxes are required for a New Mexico (ORS) Tax Identification Number. Contact the New Mexico Tax and Revenue Department at (505) 827-9700 for information.

NEW MEXICO IDENTIFICATION NUMBER (ORS): 17-491621-000

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 67, Laws of 2008.

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bid shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Excesses are (1) crossed out and (2) crossed out and crossed out.

WARRANTY

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 original 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 limited to, acts of God or public enemy, acts of State or Federal Government, fire, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or delays 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 available from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder has the intention of filing a Notice of Protest or a Bid Protest with the City, the Bidder shall file such protest with the City within the time period specified in the Request for Bid. A copy of the protest shall be filed with the City and a copy of the protest shall be filed with the City. The City shall not be bound by any protest filed with the City after the time period specified in the Request for Bid. The City shall not be bound by any protest filed with the City after the time period specified in the Request for Bid.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. No Substitute specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Business Development.

Brand names and numbers are for reference only and equivalents will be considered. If a Bidder is ACQUIVALENT, Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid any 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

The 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 Sales Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER Todd Contracting Services, Inc.

AUTHORIZED AGENT William Rivera

ADDRESS P.O. Box 7295 Albuquerque, NM 87103

TELEPHONE NUMBER (505) 322-3881

FAX NUMBER N/A

DELIVERY N/A

STATE PURCHASING RESIDENT CERTIFICATION NO. 1188884764

NEW MEXICO CONTRACTORS LICENSE NO. 80989

BID ITEM(S) Per Bid Form

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Bernalillo

I, William Rivera of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. I further state 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 deal made between Bidder with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

William Rivera
Signature

Subscribed and sworn to before me this 22 day of February, 2017

SEAL William Rivera
Notary Public
My Commission Expires 1-01-2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2005, 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 this state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the one-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 a local, 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 any 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 selection expenses of a political committee received or paid by an organization that sponsors the committee.

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

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

"Period of one year prior to proposal" means the time period commencing with the public notice of the Request for Proposal and ending with the award of the contract or the cancellation of the Request for Proposal.

"Person" means any natural person, partnership, corporation, association, or any other 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 set-aside 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

Contributions made by _____

Relation to Prospective Contractor _____

Name of Applicable Public Official _____

Date of Contribution(s) Made _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above facts are listed as in size.) _____

Signature _____ Date _____

Title (Position) _____

-OR-

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

Signature _____ Date _____

Title (Position) _____

BID BOND

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

BIDDER (Name and Address): Total Contracting Services, Inc
PO Box 72395
Albuquerque, New Mexico 87195

SURETY (Name and Address of Principal Place of Business): Granite RE, Inc.
14001 Quailbrook Drive
Oklahoma City, Oklahoma 73134

OWNER:
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID
Bid Due Date: February 22, 2017
Description (Project Name and Include Location): Storrie Lake Waterline Repair, Various Locations,
Las Vegas, New Mexico

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum Five Percent of Amount Bid \$ (5%)
(Words) (Figures)

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

BIDDER
Total Contracting Services, Inc (Seal)
Bidder's Name and Corporate Seal

By: Will R
Signature

William Rivas
Print Name

President
Title

Attest: [Signature]
Signature

Witness
Title

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

By: Stacey Boswell
Signature (Attach Power of Attorney)

Stacey Boswell
Print Name

Attorney-In-Fact
Title

Attest: Valerie O'Neen
Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category None
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category None
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

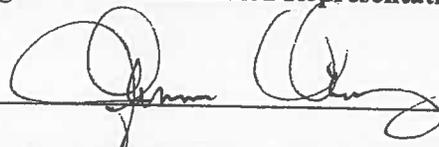
Subcontract Category NONE
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category NONE
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

 _____ Date: 02/22/2017

Duplicate, complete, and submit additional sheets as required.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

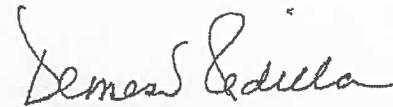
RESIDENT CONTRACTOR CERTIFICATE

Issued to: **TOTAL CONTRACTING SERVICES, INC**
DBA: **TOTAL CONTRACTING SERVICES, INC**
PO BOX 72395
ALBUQUERQUE, NM 87195-2395

Expires: **18-Mar-2017**

Certificate Number:

L1888845264



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **TOTAL CONTRACTING SERVICES, INC.**
PERMANENT LICENSE #86999

Located at: 1724 ATRISCO SW, ALBUQUERQUE, NM 87105

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98, GF04, GF09, MM01

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

05/16/2002



Signature of Contractor



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



Certificate of Public Works Registration

Total Contracting Services

1724 Atrisco SW

Albuquerque, NM 87105

Registration Date: 12/21/2015

Registration Expiration: 1/6/2020

Registration Number: 03018120140115

This certificate does not show the current status for the company.

To see the current status for this company please go to the NMDWS Public Works Website at

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

New Image Construction

**BID
VETERANS**



BID FORM

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 2,000.00	\$ 2,000.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 6,500.00	\$ 6,500.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 275.00	\$ 27,500.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 240.00	\$ 9,600.00
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 5,000.00	\$ 10,000.00
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 5,000.00	\$ 10,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 78,100.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: New Image Construction Inc. (SEAL)

State of Incorporation: New Mexico

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

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

Name (typed or printed): Johnny Manzaneres

Title: President/ Owner
(CORPORATE SEAL)

Attest Margaret Manzaneres

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address HCR 72 Box 5

Ribera, NM 87560

Phone No. (505) 699-0166 Fax No. (515) 421-2822

E-mail newimagemanzan@aol.com

SUBMITTED on Feb. 22, 20 17

9.02 Contractor License Information:

New Mexico Contractor's License Number 366062

License Classifications GB98-GF09

New Mexico Department of Workforce Solutions Registration Number 03025920140321

Federal Identification Number (FEIN #) 80-0568873

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A
(Signature of Business Representative)*

N/A
(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

80-0568873

SOCIAL SECURITY NUMBER:

525-21-6364

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS):

03186160001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: New Image Construction INC.
 AUTHORIZED AGENT: Johnny Manzanare's
 ADDRESS: HCR 72 Box 5 Ribera, NM 87560
 TELEPHONE NUMBER: 505 699-0166 (575) 421-2822
 FAX NUMBER: (575) 421-1222
 DELIVERY: N/A
 STATE PURCHASING RESIDENT CERTIFICATION NO: L0968241200
 NEW MEXICO CONTRACTORS LICENSE NO. 366062
 BID ITEM(S): N/A

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

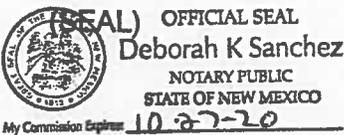
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico
 COUNTY OF San Miguel

I, Johnny Manzanare's of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Johnny Manzanare's
 Signature

Subscribed and sworn to before me, this 22nd day of February, 2017.



DK
 Notary Public Signature

My Commission Expires: 10-27-20

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Opdyke May

Signature

Feb. 22, 2017

Date

President/owner

Title (Position)

BID BOND

BID BOND

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

BIDDER (Name and Address): New Image Construction Inc.
HCR 72 Box 5
Ribera, New Mexico 87560

SURETY (Name and Address of Principal Place of Business): Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

OWNER:
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID
Bid Due Date: 2/22/17
Description (Project Name and Include Location): Storrie Lake Waterline Repair

BOND
Bond Number: TBD
Date (Not earlier than Bid due date): 2/22/17
Penal sum Five Per-Cent (5%) of Amount Bid \$ _____
(Words) (Figures)

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

BIDDER New Image Construction Inc. **SURETY** Philadelphia Indemnity Insurance Company
(Seal) (Seal)

Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature] By: [Signature]
Signature Signature (Attach Power of Attorney)

Johnny Manzanera Tracy L. Duran
Print Name Print Name

President Attorney-In-Fact
Title Title

Attest: [Signature] Attest: [Signature]
Signature Signature

Witness Witness
Title Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGENT'S AFFIDAVIT

To Be Filled in by Agent

STATE OF New Mexico

COUNTY OF Bernalillo

Tracy L. Duran being first duly sworn, deposes and says That he/she is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify New Image Construction Inc. in connection with the construction of City of Las Vegas Waterline Projects dated the 22nd day of February 20_17, executed by Contractor, as principal, and, as surety, signed by This Deponent; and Deponent further states that said bond was written, Signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has\ been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this 22nd day of February 20_17

Veronica Hill

Tracy L Durc

Notary Public My Commission Expires

3/25/2018

Agent's Address
2116 Vista Oeste NW Bldg. 5
Albuquerque, New Mexico 87120
505 923 9922

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Brian M. Menicucci, Mark A. Menicucci, Kevin A. Menicucci, and Tracy L. Duran of Menicucci Insurance Agency LLC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

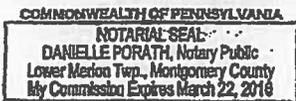
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of FEBRUARY, 2013

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category

None

Estimated Value of Work

Subcontractor's Name

Business Address

Phone Number

E-mail Address

Federal Identification No. (FEIN #)

New Mexico Contractor's License No.

License Categories

New Mexico Dept. of Workforce Solutions Registration No.
(list only if value of work is in excess of \$60,000)

Subcontract Category

Estimated Value of Work

Subcontractor's Name

Business Address

Phone Number

E-mail Address

Federal Identification No. (FEIN #)

New Mexico Contractor's License No.

License Categories

New Mexico Dept. of Workforce Solutions Registration No.
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Date: 2-22-17

Duplicate, complete, and submit additional sheets as required.

Work experience for Johnny Manzanares

I have an extensive experience of twenty-three years as a general contractor. I have a variety of construction site experience including insights of inspection codes and standards, building work, concrete, remodels, equipment maintenance, and OSHA Construction site safety regulations.

Additionally, I have utility work experience which consists of, water mains, sewer mains, gravity sewer main, and forced sewer mains. As a foreman on all projects listed above, I have managed a significant amount of utility and commercial construction projects. Please review the attached work experience and projects, which were completed under my supervision.

Owner's Name, Address & Phone No.	Design Engineer's Name	Project Title
San Miguel County 500 West National Ave. Suite 200 Las Vegas, NM 87701	Soleil West Kevin Balciar 11930 Menaul NE Suite 109 Albuquerque, NM 87112	El Pueblo Fire Station
Pueblo of Picuris Picuris Pueblo, NM 87553	IHS Engineering Elexandria Bileen 505-946-9585	Picuris Pueblo Sewer Main
County of McKinley P.O. Box 70 Gallup, NM 87303,0070	DePauli Engineering & Surveying, LLC. P.O. Box 876, 307 S. 4 th Street Gallup, NM 87301 863-5440	Water well and storage. Tank Vander wagon Fire station
Pueblo of Tesuque Route 42 Box 360-T Santa Fe, NM 87506	IHS Engineering Elexandria Bileen 505-946-9585	Pueblo of Tesuque Sewer Main Rehabilitation
City of Moriarty P.O. Box 130 201 Broadway S. Moriarty, NM 87035	Molzen Corbin John M. Provine, PE 2701 Miles Road. SE Albuquerque, NM 87106 505-242-5700	City of Moriarty Airport Sewer Extension
City of Tucumcari 215 East Center Street Tucumcari, NM 88401	Forsgren Associates Inc. Jennifer M. Walters, PE Project Manager 4110 Cutler Avenue NE. Suite 100 Albuquerque, NM 87110 505-814-2796 505-453-6046	City of Tucumcari Fixed Base Advanced
El Valle De Los Ranchos Water and Sanitation District P.O. Box 2717 #8 Miranda Canyon Road Ranchos De Taos, NM 87557	Abeyta Engineering, Inc. Alex R. Abeyta, PE 209-D Camino De La Merced Taos, NM 87571 575-737-0377	El Valle De Los Ranchos Water and Sanitation District Water Improvements Phase 3A
City of Las Vegas Las Vegas, New Mexico	Souder Miller & Associates George Mihalik 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211	Las Vegas Landfill Corrective Measures and Closure Project



STATE OF NEW MEXICO
Taxation and Revenue Department



Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

NEW IMAGE CONSTRUCTION, INC
HC 72 BOX 5
RIBERA, NM 87560-9601

September 11, 2015
CRS: 03-186160-00-1
Letter ID: L0651145264

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
Business Location 6 COUNTY RD B58		Business End Date
City and State RIBERA, NM		Zip Code 87510
Taxpayer Name NEW IMAGE CONSTRUCTION, INC		Taxpayer Type Corporation
Firm Name NEW IMAGE CONSTRUCTION, INC		Filing Frequency Monthly
Mailing Address HC 72 BOX 5		
City and State RIBERA, NM		Zip Code 87560-9601

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
Business Location 6 COUNTY RD B58		Business End Date
City and State RIBERA, NM		Zip Code 87510
Taxpayer Name NEW IMAGE CONSTRUCTION, INC		Taxpayer Type Corporation
Firm Name NEW IMAGE CONSTRUCTION, INC		Filing Frequency Monthly
Mailing Address HC 72 BOX 5		
City and State RIBERA, NM		Zip Code 87560-9601

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration

WORKFORCE

This is to certify that

New Image Construction Inc.

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

Registration Date: 2/25/2016

Registration Number: 03025920140321

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

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

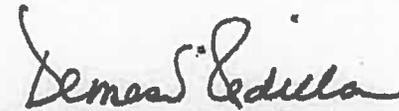
RESIDENT CONTRACTOR CERTIFICATE

Issued to: **NEW IMAGE CONSTRUCTION, INC**
DBA: **NEW IMAGE CONSTRUCTION, INC**
HC 72 BOX 5
RIBERA, NM 87560-9601

Expires: **11-Sep-2018**

Certificate Number:

L0968241200



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

NEW IMAGE CONSTRUCTION INC.

LICENSE NUMBER

366062

Qualifying Party(S)

**MANZANARES JOHNNY
MANZANARES JOHNNY**

EXPIRES

06/30/2019

CLASSIFICATION(S)

GEN. BLDG.




DIRECTOR

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0168958

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (GRS): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Hays Plumbing & Heating, Inc

AUTHORIZED AGENT: _____

ADDRESS: 600 Railroad Ave. Las Vegas, New Mexico 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: _____

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Douglas Hays, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Douglas Hays
Signature

Subscribed and sworn to before me, this 22 day of February, 2017.

(SEAL)



Carla Rubio
Notary Public Signature
My Commission Expires: 6-15-19

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

N/A

Signature

Date

Title (Position)

-OR-

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

London Hays

Signature

2/22/2017

Date

President

Title (Position)

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

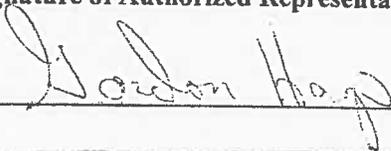
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Date: 2/22/2017

Duplicate, complete, and submit additional sheets as required.

BID BOND

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

BIDDER (Name and Address):
Hays Plumbing and Heating, Inc.
PO Box 1420
Las Vegas, NM 87701-1414

SURETY (Name and Address of Principal Place of Business):
Western Surety Company
333 S. Wabash Ave, 41st Floor
Chicago, IL 60604

OWNER (Name and Address):
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date: February 22nd, 2017

Description (Project Name and Include Location): Storrie Lake Waterline Repair

BOND

Bond Number: BID

Date (Not later than Bid due date): February 22nd, 2017

Penal sum Five Percent Of The Amount Bid (Words) \$ 5% (Figures)

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

BIDDER

Hays Plumbing and Heating, Inc. (Seal)

Bidder's Name and Corporate Seal

By: Gordon Hays
Signature

Gordon Hays
Print Name

President
Title

Attest: [Signature]
Signature

Witness
Title

SURETY

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Maria Y. Ankeny
Print Name

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, underakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

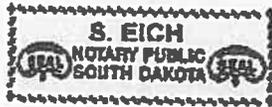
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this ??nd day of February, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Adams Construction

**BID
VETERANS**

BID FORM

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.05.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01 E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDERS CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01 D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 11,000 ⁰⁰	\$ 11,000 ⁰⁰
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 100 ⁰⁰	\$ 10,800 ⁰⁰
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 850 ⁰⁰	\$ 85,000 ⁰⁰
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storm Lake Canal, Including all Ties, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 510 ⁰⁰	\$ 20,400 ⁰⁰
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 9,800 ⁰⁰	\$ 19,600 ⁰⁰
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 8,000 ⁰⁰	\$ 16,000 ⁰⁰
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 179,000⁰⁰

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Adams Construction Inc (SEAL)

State of Incorporation: New Mexico

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

By: Juan G. Adams President
(Signature - attach evidence of authority to sign)

Name (typed or printed): JUAN C. ADAMS

Title: President
(CORPORATE SEAL)

Attest: [Signature]

ORIGINAL SEAL
BOBBI L. COULDA
August 13, 2013

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address Alma Construction Inc.

13 Pointe Vista Blvd. Fox River, IL 60121

Phone No. 815-573-0348 Fax No. NONE

E-mail AlmaCon@aol.com

SUBMITTED on 7-21, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 367697

License Classifications GF09 GS04

New Mexico Department of Workforce Solutions Registration Number GF9 GS04

Federal Identification Number (FEIN #) 270 278786

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes copy attached

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

Resident Veterans Preference Certification

N/A

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$5M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1973, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. It will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-23 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

270 278 286

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-16-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (ORS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (ORS):

41182923288

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Alma Construction Inc.
 AUTHORIZED AGENT: Jose C. Adams
 ADDRESS: 13 South Vista Blvd Las Vegas, N.M. 87103
 TELEPHONE NUMBER: (505) 573-0348
 FAX NUMBER: (NONE)
 DELIVERY: by hand
 STATE PURCHASING RESIDENT CERTIFICATION NO: L1182922288
 NEW MEXICO CONTRACTORS LICENSE NO. 367697
 BID ITEM(S): ALL AS GENERAL

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico
 COUNTY OF Valencia

I, Jose C. Adams of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract; or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Jose C. Adams
 Signature

Subscribed and sworn to before me, this 21 day of February, 2017.



Robert L. Dabney
 Notary Public Signature
 My Commission Expires: August 18, 2018

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS

Contribution Made By: NONE

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Jan C. Adams
Signature

2-21-17
Date

President
Title (Position)

-OR-

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

Jan C. Adams
Signature

2-21-17
Date

President
Title (Position)

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 11,000 ⁼⁼	\$ 11,000 ⁼⁼
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 100 ⁼⁼	\$ 10,000 ⁼⁼
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 850 ⁼⁼	\$ 85,000 ⁼⁼
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 510 ⁼⁼	\$ 20,400 ⁼⁼
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 9800 ⁼⁼	\$ 19,600 ⁼⁼
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 8000 ⁼⁼	\$ 16,000 ⁼⁼
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 179,000⁼⁼

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
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TOTAL BID AMOUNT W/O NMGRT \$ 179,000⁰⁰

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ADDENDUM NO. 1
CITY OF LAS VEGAS, NEW MEXICO
FEBRUARY 16, 2017

TO: All Planholders

RE: Storrie Lake Waterline Repair

The following Addendum shall be incorporated into the Contract Documents for the above-referenced project.

A. DRAWINGS

1. Sheet W-501 Miscellaneous Details – Plan shall include a modification to the CCP Field Connection Detail. The dimension of the nominal steel spool connecting to the 16" x 14" FLxFL DI shall be revised from 14" to 16".

B. CLARIFICATIONS

1. Q: Will Domestic Material be required for this project?

Response: Domestic materials are not required for this project.

2. Q: Technical Specification Section 33 12 01-2.01-A3-C5 calls out fluoropolymer coating on all buried bolts and nuts. Will stainless steel be acceptable for the 16" and 14" flange kits at the transition from CCP to DIP?

Response: Stainless steel bolts and nuts will be acceptable for the flange kits at the transition from CCP to DIP.

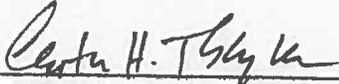
3. Plan Sheet W501 calls out a 14" FLGxPE steel Spool at the connection to the 16" CCP. Will this flange in fact be 16" in order to connect to the proposed 16x14 flgxfllg reducer?

Response: This flange will be revised to relect 16".

All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those contained in the original documents and all itemized listings thereof.

Each Bidder shall acknowledge receipt of this Addendum on the Bid Proposal form in the space provided.

MOLZEN CORBIN


Clayton H. Ten Eyck, P.E.

2/16/17
Date

OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

ADAME CONSTRUCTION INC.

4166005

A corporation organized under the laws of New Mexico is duly authorized to transact business in New Mexico, as a Domestic Profit Corporation, under the

Business Corporation Act - (53-11-1 To 53-18-12 NMSA 1978) having filed its Articles Of Incorporation on April 29, 2009 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entities financial condition or business activities and practices.

This good standing status expires on March 15, 2016

Certificate issued on July 31, 2014

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



Diana J. Duran

Diana J. Duran
Secretary of State

Certificate of Contractor Registration

New Mexico
Department of

Public Works

This is to certify that

Adame Construction Inc.

13 BONITA VISTA BLVD

LOS LUNAS, NM, 87031-7810

has registered with the Department of Workforce Solutions

Registration Date: 5/10/2016

Registration Number: 002240420110516

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

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

STATE OF NEW MEXICO.
CONSTRUCTION INDUSTRIES DIVISION

ADAME CONSTRUCTION, INC

LICENSE NUMBER

367697

Qualifying Party(S)

ADAME JUAN

EXPIRES

11/30/2019

CLASSIFICATION(S)

GF09, GS04



CREATOR

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ADAME CONSTRUCTION INC
13 BONITA VISTA BLVD
LOS LUNAS, NM 87031-7810

July 12, 2016
CRS: 03-194703-00-4
Letter ID: L1687566896

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

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

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

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Business Location 10 EDEAL RD		Business End Date
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THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **ADAME CONSTRUCTION INC**

**DBA: ADAME CONSTRUCTION INC
13 BONITA VISTA BLVD
LOS LUNAS, NM 87031-7810**

Expires: **11-Jul-2019**

Certificate Number:

L1182922288



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Adame Construction Inc,

13 Bonita Vista Blvd

Las lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Work, Contract Experience

Gravity sewer main, pipe bursting, vacuum system, slip line, 1 install pipe bursting pipe In Santa fe NM, Ruidoso NM, Espanola NM, Omaha Nebraska , Green Bay, Wisconsin any questions call super intendant

Mike Rocco (505)400-7520

New Image Construction

Chimayo NM 6" water line \$350,000 just finished 2009

Ribera NM

Rober Manzanares (505)944-6773

Samcon Construction

Lordburg NM 6" and 10"-pvc water line, contract price \$250.000 to 400.000

Job completed 2009

Chuch Martinez (505)271-2025

AUI INC

Angel Fire 6" water line \$288,000 job completed 2010

Marshall Vickers (505)975-700

YAH-TA-HEY WATER AND SANITATION

WATER SYSTEM IMPROVEMENTS 6" WATERLINE \$605,000

EDWARD GONZALES ENGINEER 505-870-0497 COMPLETE 2/14/14

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Samcon Construction

Carlsbad NM 8" water line \$75.000

Job completed 2011

Chuck Martinez (505)271-2025

City Hobbs NM

8" sewer line and 1" water services \$140.000 job completed 2012

Todd Randall City Engineer

(575)397-9237

City Santa Fe

Highschool track & field

Lone Mountain Contracting Inc

Strom sewer line 36" 42" 48" \$80,000 job completed 2012

Don or Tiffany Gutierrez General superintendent (505)869-2996

City Roswell NM

8" sewer 4" service 4' MH \$165.700 job completed 2012

Luis Najar City Engineer

(575)910-6477

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Pueblo of Cochiti

Sewer main, sewer service line & water service line

6" W.L & 8" sewer line \$48,000

Completed may 2013

Leonard Brown Engineer

(505)946-9582 (505-870-0497)

02/14/2014

EAGLE NEST, NM

WATER METERS REPLACEMENT PROJECT

Replacement 207 meters remove and install

\$350.00.00

Cody Sipes Engineer

(505)649-7307

Nogal Mutual Domestic Water Consumers Association (MDWCA) Nogal, NM

6" 8" waterline pvc, 14" Casing, 3/4" water services

Completed 04/04/15 \$438,837.00

Eddie C. Livingston, MSCE, P.E.

Dennis Engineering (505-430-8588)

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Nogal N.M. WATER SYSTEM IMPROVEMENTS

ALONG US HIGHWAY 64 NM 58 TO 60

8" water line, ¾ water services

Completed 11/10/2015

\$730,000

Robert A Echol, JR., P.E.

Engineer Dennis Engineering (505)327-3303

Village of Tijeras, N.M.

12" water line, 8" water line, ¾ water services, Fire hydrants , Water main tie ins

Completed 03/17/2016, \$750,000.00

Molzen Corbin Engineers 505-242-5700

Scout Mendenhall, P.E

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

City of Roswell, N.M. sewer, manholes IMPROVEMENTS

sewer, manholes by pass IMPROVEMENTS

Completed 7-12-2016

\$60,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Aztec, N.M. WATER SYSTEM IMPROVEMENTS

Hampton Arroyo Crossing

12" water line

Completed 6/1/16 Rudy Zohnie 505-334-7680

\$46,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

City of Roswell, N.M.

INSTALL BUTTERFLY VALVE \$86,000

48" CCP WATERLINE REMOVE AND REPAIR,

COMPLETED 7/12/16 Luis Najar 575-910-6477

\$113,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Gameco, N.M. WATER SYSTEM IMPROVEMENTS

ALONG US HIGHWAY 64 NM 58 TO 60

8" water line, ¾ water services

Completed 10/12/16 Edward Gonzalez 505-870-0497

\$520,000



Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Village of Chymayo, N.M.

8" water line, ¾ water services, Fire hydrants , Water main tie ins, directional 12" bore

Complete by 12/17/2016, \$620,000.00

Molzen Corbin Engineers 505-242-5700

Adame Construction Inc,



13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Village of Santa Clara, N.M.

6" water line, ¾ water services, Fire hydrants , Water main tie ins, arroyo crossing and major tank line tie ins.

Complete by 3/17/2017, \$357,337.00

Pete Torres 575-313-5551



Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/28/17

DEPT: Utilities Dept.

MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Award request for bids #2017-24 for the Cinder Road Waterline Improvements to Garcia Underground and enter into agreement.

BACKGROUND/RATIONALE: The City of Las Vegas Utilities department went out for sealed bids for the Cinder Road Waterline Improvements. This project will loop existing lines to improve water quality, fire protection and assist in providing water service to customers on both sides along Cinder Road from Mills Avenue to Los Alamogordos Road.

Advertised: March 22, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website
Bid Opening: April 19, 2017
Number of Bidders: 7 – Velocity Build, NM Underground Utility, Gandy Dancer LLC, Sierra Valley Contractors LLC, Total Contracting Services, Hays Plumbing & Heating, Garcia Underground Inc. (See attached bid tabulation)
Funding Source: City Funding
Budget Line Item: 646-0000-610-7305

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Cinder Road Water Improvements
PROJECT NUMBER: UT-WFD-CRW-2016
PROJECT MANAGER: Benito Lujan

ENGINEER: Molzen Corbin
CONTRACT NUMBER: 2679-13

PROJECT DESCRIPTION: Installation of new sections of water line along Cinder Road from Mills to Los Alamogordos Road, this will allow for maintaining water quality and fire protection along Cinder Road

TIMELINE: July 17 to November 17

ACTION: Award Bid

FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date	Est. BAL to Expend in '17/18
City \$500,000	Design \$22,000	Design \$ 22,000	Design \$ 0
State	Consultant Services \$ 15,000	Egr Services \$ 0.00	Egr Services \$ 15,000
Federal	Construction \$ 636,082	Const \$ 0.00	Construction \$ 482,215
Total Funds \$500,000	Total \$ 673,082	Total \$ 22,000	Total w/GRT \$ 497,215

BUDGETED AMOUNT: \$500,000 **LINE ITEM NUMBER:** 646-0000-650-87?? TBD (18 budget)

ACTION	DESCRIPTION	DATE
Funding Source	CITY	
Loan/Grant/City	City \$500,000	FY 18 Budget
	Grant \$ 0	
	Loan \$ 0	
	Total \$500,000	
Authorized Resolution		NA
RFP	101-18	2013
Engineering Services Agreement	Contract#2673-13	2013
Engineering Estimate	Total Engineer's Estimate \$ 636,083	2016
Bid Document Review	Bid #2017-24	Mar 13 17
Advertisement	ABQ, LV, Website	Mar 22 17
Bid Opening	LV Council Chambers	Apr 19 17
Bid Tabulation	Contractor <u>Garcia Underground</u> Amount <u>\$482,214.98</u>	Apr 24 17
	Contractor <u>Hays</u> Amount <u>\$565,813.07</u>	
	Contractor <u>Velocity</u> Amount <u>\$540,914.55</u>	
	Contractor <u>NM Underground</u> Amount <u>\$602,162.52</u>	
	Contractor <u>Total Contracting</u> Amount <u>\$631,020.73</u>	
	Contractor <u>Sierra Valley</u> Amount <u>\$631,610.97</u>	
Contractor <u>Grandy Dancer</u> Amount <u>\$787,422.32</u>		
Construction Estimate	Contractor Share \$ <u>\$482,214.98</u> (Including NMGRT) City Share \$ 0	
Engineer's Recommendation	Garcia Underground	Apr 24 17
Staff Recommendation	Garcia Underground	Apr 26 17
Committee Recommendation	Schedule for next UAC meeting	May 9 17
Council Approval	Scheduled for Work Session and Regular Session	May 17 17
Notice To Proceed		TBD

MOLZENCORBIN

May 4, 2017

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

**RE: Information for Consideration of Award
Cinder Road Water Improvements**

LVG164-20

Dear Mr. Cordova:

The City of Las Vegas received seven (7) Bids on April 19, 2017 for the Cinder Road Water Improvements. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Garcia Underground, Inc., with the total bid including the Additive Alternate in the amount of \$444,865.00, excluding NMGRT. The total Bid including NMGRT is \$482,214.98.

- Garcia Underground, Inc. is a registered Contractor in the State of New Mexico, active GF09, with License No. 81430. We have verified this information with Contractor Listing Services, Inc. (www.public.psiexams.com).
- The Surety for the Bid Bond is Granite RE, Inc. NAIC #26310. As required, the Surety is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$2,004,000.00. We have verified this with the U.S. Department of Treasury's listing of approved Sureties approved to conduct business in the State of New Mexico (www.fms.treas.gov/c570).
- Garcia Underground, Inc. and all subcontractors over \$60,000 are registered with the New Mexico Department of Workforce Solutions.
- Garcia Underground, Inc. submitted all required Bid Forms.

We understand that the Owner reserves the right to award or reject any bid, as well as waive any technical irregularities in the bids. Should the City decide to award the project to Garcia Underground, Inc., please let us know and we will provide the City with the appropriate Notice of Award form.

Notice of Award

Date: _____

Project:	Cinder Road Water Improvements	
Owner:	City of Las Vegas	Owner's Contract No.:
Contract:		Engineer's Project No.: LVG164-20
Bidder:	Garcia Underground, Inc.	
Bidder's Address:	P.O. Box 345 Guadalupita, New Mexico 87722	

You are notified that your Bid dated April 19, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Cinder Road Water Improvements.

The Contract Price of your Contract is Four Hundred Eighty-Two Thousand, Two Hundred Fourteen and 98/100 Dollars (\$482,214.98, including \$37,349.98 NMGRT). The following documents are provided with the Notice of Award:

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner's Engineer five (5) original Payment and Performance Bonds.
2. One (1) original set of Insurance Certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas
Owner

By: _____
Authorized Signature

Title

Contractor

By: _____
Authorized Signature

Title

BID EVALUATION SUMMARY
 BID DATE: April 19, 2017
 ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas
 PROJECT: CINDER ROAD WATER IMPROVEMENTS

	Garcia Underground	Hay's Plumbing & Heating, Inc.	Velocity Build LLC	NM UNDERGROUND UTILITIES, INC.	Total Contracting Services, Inc.	Sierra Valley	Gandy Dancer
Bid Signed?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes	No	Yes
Addenda No. 1 acknowledged?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	81430	8243	382377	384433	86899	91937	358418
NMDWFS Registration No.	0115152009091	00236872011209	03013920140620	1749120150318	03018120140115	002454920120524	28504817852016
Verification of Contractor's License and Classifications per NM Construction Industries	GF09	MM98, GB98, GF98, GA01, GF09, E101, ES02	GA98, GF98	GA98, GB98, GF98, MM98	GB98, GF09, MM01	GA01, GA03, GB98, GF04, GF09	GA98, GB98, GF04, GF06, GF09, GS05, GS08, GS15
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	Kelly Utility Field Services	Fierro & Company, Kelly Utility Field Services, Southwest Safety Services	Rio Grande Surveying, CA2 Testing, Kelly Utility Services, Ferguson Waterworks	Kelly Cable, Southwest Safety Services	Lujan's Communications, Inc.	Highway Supply, IHP Construction, Pipeline Solutions,	Prodigy Builders, Inc., Kelly Utility Field Services, BSN, Highway Supply
Are subcontractors registered with NMDWFS Verification of Bid Bond	Yes	Yes, but not Fierro & Company Surveyors	Yes- the one over \$60,000	Yes	Yes	Yes	Yes
Campaign Contribution Disclosure Form	Yes	Yes	Yes	Yes	Yes	Not signed	Yes
Base Bid exclusive of NMGRT	\$415,165.00	\$438,988.00	\$454,822.00	\$512,322.00	\$531,145.00	\$545,673.75	\$686,232.50
Additive Alternate	\$29,700.00	\$83,000.00	\$44,196.00	\$43,200.00	\$51,000.00	\$36,739.01	\$40,200.00
Total Bid	\$444,865.00	\$521,988.00	\$499,018.00	\$555,522.00	\$582,145.00	\$582,412.76	\$726,432.50
Resident Contractor- 5%	Yes	Yes	No	Yes	Yes	Yes	Yes
Resident Veteran Contractor	No	No	No	No	No	No	No
Amount of Base Bid with Preferences	\$422,621.75	\$495,888.60	\$499,018.00	\$527,745.90	\$553,037.75	\$553,292.12	\$690,110.88
Bid Amount Correct?							

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

BM Tabulation
Cinder Road Water Improvements
City of Las Vegas

BM Opening: April 23, 2017 at 2:00 pm

Item No.	Description	Unit	Qty	Engineer's Estimate		Garda Underground		Hay's Plumbing & Heating, Inc.		Velocity Build, LLC		RM Underground Utilities, Inc.		Total Contracting Services, Inc.		Shore Valley		Candy Descoe			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Installation, Removal, and Bands	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
2	Demolition and Cleanout	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	
3	Construction Staking	LS	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	
4	Traffic/Pedestrian Control	LS	1	\$12,000.00	\$12,000.00	\$7,300.00	\$7,300.00	\$25,000.00	\$25,000.00	\$23,718.00	\$23,718.00	\$23,425.00	\$23,425.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00
5	12" HDPE cover for 18 aggregate base course and 12" inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	BY	65	\$30.00	\$3,250.00	\$38.00	\$3,170.00	\$60.00	\$3,900.00	\$70.00	\$3,135.00	\$77.00	\$3,005.00	\$155.00	\$10,075.00	\$94.07	\$5,644.55	\$67.50	\$4,387.50	\$4,387.50	\$4,387.50
6	4" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed by trenching and backfilling, including impact of material if needed	BY	215	\$11.00	\$2,365.00	\$28.00	\$6,020.00	\$12.00	\$2,580.00	\$53.00	\$11,395.00	\$21.00	\$4,515.00	\$98.00	\$8,170.00	\$64.00	\$13,765.45	\$48.00	\$10,320.00	\$10,320.00	\$10,320.00
7	4" PVC Waterline adjacent to Cinder Road including all Bands and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$35.00	\$217,000.00	\$19.75	\$122,450.00	\$26.10	\$161,838.00	\$25.00	\$155,000.00	\$26.70	\$165,540.00	\$23.50	\$145,700.00	\$40.00	\$248,372.00	\$39.00	\$246,000.00	\$246,000.00	\$246,000.00
8	4" gas valve including trench, backfill, compaction, valve box, concrete collar, tracer wire installation, supply vent, assembly, CIP	EA	12	\$1,900.00	\$22,800.00	\$1,175.00	\$14,100.00	\$1,305.00	\$15,660.00	\$1,160.00	\$13,920.00	\$1,475.00	\$17,700.00	\$4,500.00	\$54,000.00	\$1,526.53	\$18,318.36	\$2,800.00	\$34,000.00	\$34,000.00	\$34,000.00
9	Fire Hydrant assembly including gas valve, fittings, connection, concrete, and all other associated components and incidental work, CIP	EA	6	\$6,500.00	\$39,000.00	\$3,700.00	\$22,200.00	\$5,530.00	\$33,180.00	\$4,917.00	\$29,502.00	\$4,865.00	\$29,190.00	\$7,200.00	\$43,200.00	\$4,882.99	\$29,297.94	\$5,000.00	\$30,000.00	\$30,000.00	\$30,000.00
10	12-inch combination air valve station on 6-inch waterline including materials and all materials and components, CIP	EA	3	\$8,000.00	\$24,000.00	\$4,775.00	\$14,325.00	\$7,300.00	\$21,900.00	\$4,871.00	\$14,613.00	\$5,500.00	\$16,500.00	\$10,500.00	\$31,500.00	\$4,461.64	\$13,384.92	\$6,600.00	\$19,800.00	\$19,800.00	\$19,800.00
11	Provide connection to existing 6" water line including 1/2" HDPE Solid Shave Coupling with Restraints, and all other materials, CIP	EA	5	\$2,000.00	\$10,000.00	\$2,300.00	\$11,500.00	\$1,700.00	\$8,750.00	\$1,993.00	\$9,965.00	\$1,830.00	\$9,150.00	\$3,800.00	\$19,000.00	\$1,757.31	\$8,786.55	\$1,350.00	\$6,750.00	\$6,750.00	\$6,750.00
12	12" CIP solvent cementing existing solvent section removal and replacement, solvent band coupler, trench, backfill, compaction, CIP	EA	4	\$2,000.00	\$8,000.00	\$2,700.00	\$10,800.00	\$1,200.00	\$4,800.00	\$3,401.00	\$13,604.00	\$1,640.00	\$6,560.00	\$2,400.00	\$9,600.00	\$3,208.58	\$12,834.32	\$1,800.00	\$7,200.00	\$7,200.00	\$7,200.00
13	12" CIP solvent cementing existing solvent section removal and replacement, solvent band coupler, trench, backfill, compaction, CIP	EA	1	\$1,500.00	\$1,500.00	\$2,900.00	\$2,900.00	\$990.00	\$990.00	\$3,283.00	\$3,283.00	\$1,175.00	\$1,175.00	\$2,200.00	\$2,200.00	\$7,911.80	\$7,911.80	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
14	Directional drill 205 feet section of 6 inch flexible PVC DR-14 waterline under El Camino Road and Callahan River including pits, connections to new water line, fitting, backfill, 205 feet of DR-14 PVC pipe, tracer wire, and all incidental work, CIP	LS	1	\$40,000.00	\$40,000.00	\$27,000.00	\$27,000.00	\$28,300.00	\$28,300.00	\$31,826.00	\$31,826.00	\$50,300.00	\$50,300.00	\$28,000.00	\$28,000.00	\$37,126.92	\$37,126.92	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
15	Directional drill 150 feet section of 6 inch flexible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fitting, backfill, 150 feet of DR-14 PVC pipe, tracer wire, and all incidental work, CIP	LS	1	\$25,000.00	\$25,000.00	\$16,000.00	\$16,000.00	\$16,850.00	\$16,850.00	\$19,531.00	\$19,531.00	\$38,300.00	\$38,300.00	\$19,000.00	\$19,000.00	\$24,780.67	\$24,780.67	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
16	Directional drill 45 feet section of 6 inch flexible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fitting, backfill, 45 feet of DR-14 PVC pipe, tracer wire, and all incidental work, CIP	LS	1	\$18,000.00	\$18,000.00	\$6,600.00	\$6,600.00	\$6,700.00	\$6,700.00	\$8,882.00	\$8,882.00	\$29,900.00	\$29,900.00	\$13,600.00	\$13,600.00	\$19,848.39	\$19,848.39	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00
17	Provide connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FL-307 valve, flange diaphragm insulating gasket kit, anchor post, thrust block, and all other materials, CIP	LS	1	\$12,000.00	\$12,000.00	\$6,750.00	\$6,750.00	\$3,100.00	\$3,100.00	\$3,908.00	\$3,908.00	\$3,380.00	\$3,380.00	\$5,300.00	\$5,300.00	\$3,940.27	\$3,940.27	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00
18	Provide connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FL-307 valve, flange diaphragm insulating gasket kit, anchor post, thrust block, and all other materials, CIP	LS	1	\$8,000.00	\$8,000.00	\$4,750.00	\$4,750.00	\$3,000.00	\$3,000.00	\$3,288.00	\$3,288.00	\$3,260.00	\$3,260.00	\$5,200.00	\$5,200.00	\$3,573.18	\$3,573.18	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00
19	Pressure Reducing Valve Station including structural, concrete structure, banded and expanded piping, fittings, valves, anchors, all site work, all appurtenances, incidental work, CIP	LS	1	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$45,677.00	\$45,677.00	\$44,000.00	\$44,000.00	\$32,000.00	\$32,000.00	\$31,638.26	\$31,638.26	\$43,600.00	\$43,600.00	\$43,600.00	\$43,600.00
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Removal and Restoration Landscaping	LS	1	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$4,280.00	\$4,280.00	\$4,295.00	\$4,295.00	\$7,140.00	\$7,140.00	\$7,700.00	\$7,700.00	\$12,114.54	\$12,114.54	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LF	15	\$60.00	\$900.00	\$1,800.00	\$27,000.00	\$175.00	\$2,625.00	\$300.00	\$3,900.00	\$280.00	\$3,900.00	\$940.00	\$9,900.00	\$339.34	\$5,090.10	\$125.00	\$1,875.00	\$1,875.00	\$1,875.00
22	Laboratory Testing Allowance	ALLOW	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
ADDITIONAL ALTERNATE A																					
23	Provide and install a 16-inch transition valve on an existing ductile iron pipe, including all materials and labor, CIP	LS	1	\$43,000.00	\$43,000.00	\$29,700.00	\$29,700.00	\$83,000.00	\$83,000.00	\$44,196.00	\$44,196.00	\$43,200.00	\$43,200.00	\$51,000.00	\$51,000.00	\$36,739.81	\$36,739.81	\$40,300.00	\$40,300.00	\$40,300.00	\$40,300.00
Subtotal: Item BM Items #1 Through #22				\$242,835.00	\$242,835.00	\$143,505.00	\$143,505.00	\$228,000.00	\$228,000.00	\$254,823.00	\$254,823.00	\$252,525.00	\$252,525.00	\$251,445.00	\$251,445.00	\$398,673.75	\$398,673.75	\$388,332.50	\$388,332.50	\$388,332.50	\$388,332.50
Subtotal: Item BM Items #1 Through #23 Plus Additional Alternates				\$286,835.00	\$286,835.00	\$173,205.00	\$173,205.00	\$311,000.00	\$311,000.00	\$309,019.00	\$309,019.00	\$305,025.00	\$305,025.00	\$302,945.00	\$302,945.00	\$458,413.76	\$458,413.76	\$438,632.50	\$438,632.50	\$438,632.50	\$438,632.50
Grand Subtotal Tax @ 8.375%				\$49,267.81	\$49,267.81	\$27,349.50	\$27,349.50	\$43,623.87	\$43,623.87	\$48,898.31	\$48,898.31	\$48,898.31	\$48,898.31	\$48,898.31	\$48,898.31	\$78,612.73	\$78,612.73	\$78,612.73	\$78,612.73	\$78,612.73	\$78,612.73
TOTAL				\$336,102.81	\$336,102.81	\$200,554.50	\$200,554.50	\$354,623.87	\$354,623.87	\$358,917.31	\$358,917.31	\$354,923.31	\$354,923.31	\$427,546.77	\$427,546.77	\$527,226.48	\$527,226.48	\$517,245.23	\$517,245.23	\$517,245.23	\$517,245.23

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

Clinton H. T. G. G. G. 4/26/17
 Date

BID FORM

PROJECT IDENTIFICATION: Cinder Road Water Improvements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$	\$
4	Traffic Control and Pedestrian Control	LS	1	\$	\$
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$	\$
6	6" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$	\$
7	6" PVC Waterline adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$	\$
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, tracer wire termination, marker post, concrete support, CIP	EA	12	\$	\$
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$	\$
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$	\$
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$	\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$	\$
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$	\$
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$	\$
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$	\$
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$	\$
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$	\$
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$	\$
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$	\$
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$	\$
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$	\$
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and Install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings, CIP	LS	1	\$	\$

Subtotal \$ _____

Gross Receipts Tax @8.3958% \$ _____

TOTAL BID AMOUNT \$ _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

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

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

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

9.02 Contractor License Information:

New Mexico Contractor's License Number _____

License Classifications _____

New Mexico Department of Workforce Solutions Registration Number _____

Federal Identification Number (FEIN #) _____

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? _____

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? _____

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10.

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

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

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: () _____

FAX NUMBER: () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: _____

NEW MEXICO CONTRACTORS LICENSE NO. _____

BID ITEM(S): _____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I, _____, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Signature

Date

Title (Position)

BID BOND

BID BOND

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

BIDDER *(Name and Address):*

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

OWNER *(Name and Address):*
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID
Bid Due Date:
Description *(Project Name and Include Location):*

BOND
Bond Number:
Date *(Not earlier than Bid due date):*
Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER _____ (Seal) **SURETY** _____ (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
 Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
 License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
 Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
 License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

Date: _____

Duplicate, complete, and submit additional sheets as required.

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 19-Apr-2017

TIME: 3:00 PM

OPENING NO.: 2017-24

LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

DEPARTMENT: WATER

ITEM(S): CINDER ROAD WATER LINE IMPROVEMENTS

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Velocity Build	499,018.00	✓	✓	✓	✓
2 NM Underground Utility Incorporated	555,522.00	✓	✓	✓	✓
3 Gandy Dancer LLC	726,432.00	✓	✓	✓	✓
4 Sierra Valley Contractors LLC	582,412.76	✓	✓	✓	✓
5 Total Contracting Services Inc.	582,145.00	✓	✓	✓	✓
5 Hays Plumbing, Heating Garcia Underground Inc.	521,988.00 444,865.00	✓ ✓	✓ ✓	✓ ✓	✓ ✓

COMPANY REPRESENTATIVE	COMPANY NAME
<i>[Signature]</i>	City of L. V.
DOUGLAS W. ALBIN	MOLZEN COBBIN
<i>[Signature]</i>	City of Las Vegas
Josue Castillo	TOTAL CONTRACTING AND SERVICES
LORRAINE GARAGE	CITY OF LAS VEGAS
<i>[Signature]</i>	GANDY DANCER LLC
<i>[Signature]</i>	HAYS P+H
<i>[Signature]</i>	CLV Purchasing
<i>[Signature]</i>	Sierra Valley Con.
Danny Montano	NM Underground Utilities

COPIES TAKEN BY CITY CLERK: 4/19/17 - over -

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 4/19/17

DATE: _____
COPIES TAKEN BY DEPT: *[Signature]*
DATE: 4/19/17

Garcia Underground

APR 13 2017

Handwritten signature and initials.

BID FORM

PROJECT IDENTIFICATION: Cinder Road Water Improvements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4/17/2017</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$ 7,800.00	\$ 7,800.00
4	Traffic Control and Pedestrian Control	LS	1	\$ 7,200.00	\$ 7,200.00
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$ 58.00	\$ 3,770.00
6	6" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$ 28.00	\$ 6,020.00
7	6" PVC Waterline adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$ 19.75	\$ 122,450.00
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, tracer wire termination, marker post, concrete support, CIP	EA	12	\$ 1,175.00	\$ 14,100.00
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$ 5,700.00	\$ 34,200.00
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$ 4,775.00	\$ 14,325.00
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$ 2,200.00	\$ 11,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$ 2,700.00	\$ 10,800.00
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$ 2,900.00	\$ 2,900.00
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 27,000.00	\$ 27,000.00
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 16,000.00	\$ 16,000.00
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 6,600.00	\$ 6,600.00
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 6,750.00	\$ 6,750.00
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 6,750.00	\$ 6,750.00
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$ 40,000.00	\$ 40,000.00
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$ 7,000.00	\$ 7,000.00
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$ 1,800.00	\$ 27,000.00
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and Install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings. CIP	LS	1	\$ 29,700.00	\$ 29,700.00

Subtotal: Base Bid Items #1 Through #22 \$ 415,165.00

Subtotal: Base Bid Items #1 Through #22
Plus Additive Alternative #23 \$ 444,865.00

Gross Receipts Tax @ 8.3958% \$ 37,349.98

TOTAL BID AMOUNT \$ 482,214.98

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This contract will be awarded on the basis of the lowest responsive Total Bid Amount (includes Base Bid and Additive Alternative) received from a responsible bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: GARCIA UNDERGROUND, INC. (SEAL)

State of Incorporation: NEW MEXICO

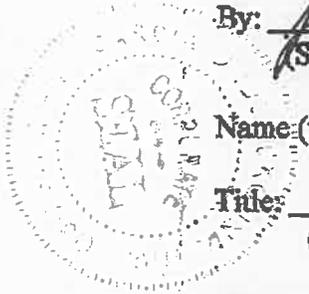
Type (General Business, Professional, Service, Limited Liability): GB

By: [Signature]
(Signature – attach evidence of authority to sign)

Name (typed or printed): JOHN GARCIA

Title: PRESIDENT
(CORPORATE SEAL)

Attest [Signature]
SANDRA GARCIA



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. BOX 345, GUADALUPITA, NM 87722

Phone No. 575-387-5599 Fax No. N/A

E-mail garciaunderground@gmail.com

SUBMITTED on APRIL 19, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 81430

License Classifications GF09

New Mexico Department of Workforce Solutions Registration Number 0115152009091

Federal Identification Number (FEIN #) 85-0458625

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? L1493092400

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10.

Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A

N/A

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0458625

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-390785-00-1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: GARCIA UNDERGROUND, INC.

AUTHORIZED AGENT: JOHN GARCIA

ADDRESS: P.O. BOX 345, GUADALUPITA, NM 87722

TELEPHONE NUMBER: (575) 387-5599

FAX NUMBER: () N/A

DELIVERY: 26 COUNTY ROAD A034, GUADALUPITA, NM 87722

STATE PURCHASING RESIDENT CERTIFICATION NO: 67C56

NEW MEXICO CONTRACTORS LICENSE NO. 81430

BID ITEM(S): _____

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO }
COUNTY OF MORA }

I, JOHN GARCIA, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 18th day of April, 2017.

(SEAL) [Signature]
Notary Public Signature
My Commission Expires: 9-15-2018

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor; a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: N/A

Relation to Prospective Contractor: N/A

Name of Applicable Public Official: N/A

Date of Contribution(s) Made: N/A

Amount(s) of Contribution(s): N/A

Nature of Contribution(s): N/A

Purpose of Contribution(s): N/A

(The above fields are unlimited in size.) N/A

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 John Garcia _____

Date 4/19/2017 _____

President
Title (Position) _____

BID BOND

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Garcia Underground, Inc.
 PO Box 345
 Guadalupita, NM 87722

SURETY (Name and Address of Principal Place of Business):

Granite Re, Inc.
 14001 Quailbrook Drive
 Oklahoma City, OK 73134

OWNER (Name and Address):

City of Las Vegas
 1700 North Grand Avenue
 Las Vegas, NM 87701

BID

Bid Due Date: April 19, 2017

Description (Project Name and Include Location): City of Las Vegas Cinder Road Water Improvements

BOND

Bond Number: Bid

Date (Not later than Bid due date): April 19, 2017

Penal sum	Five Percent of the Amount Bid	\$	5%
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Garcia Underground, Inc. (Seal)

Bidder's Name and Corporate Seal

By: [Signature]

Signature

John Garcia

Print Name

President

Title

Attest: [Signature]

Signature

Office Manager

Title

SURETY

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

By: [Signature]

Signature (Attach Power of Attorney)

Sherryl L. Quint

Print Name

Attorney-in-Fact

Title

Attest: [Signature]

Signature

Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROGER N. DOWNEY, CHRISTIAN B. DOWNEY, SHERRYL L. QUINT, MARIA Y. ANKENY, SUSAN J. VANCE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC. through us, its Board of Directors hereby ratifies and confirms all and whatsoever the said:

ROGER N. DOWNEY, CHRISTIAN B. DOWNEY, SHERRYL L. QUINT, MARIA Y. ANKENY, SUSAN J. VANCE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
August 8, 2017
Commission #: 01013257



Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

19th day of April, 2017.





Kyle P. McDonald, Secretary/Treasurer

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

Subcontract Category Bore/Directional Drill

Estimated Value of Work \$ 49,600.00

Subcontractor's Name Kelly Utility Field Services

Business Address 6901 Reading SE
Albuquerque, NM 87105

Phone Number 505-343-1144

E-mail Address kcampbell@kellycorpnm.com

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. 27786

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

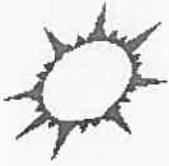
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

 _____ Date: 4/19/2017

Duplicate, complete, and submit additional sheets as required.



GARCIA UNDERGROUND, INC.

JOHN GARCIA
TELEPHONE (575) 387-5599
P.O. BOX 345
FAX (575) 387-9058
GUADALUPITA, NM 87722

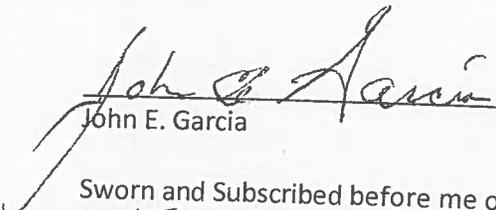
June 30, 2015

To whom it may concern"

I, John E. Garcia, president of Garcia Underground, Inc. give authority to all the listed Corporate Officers, Directors and Personnel to sign any documents on the behalf of Garcia Underground Inc. List is as follows:

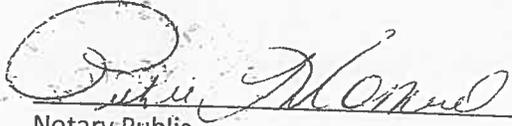
President/Treasurer: John E. Garcia
Vice President John H. Garcia
Director: Henrietta Marie Garcia
Office Manager: Sandra L. Garcia

Thank You,



John E. Garcia

Sworn and Subscribed before me on the 30 day of June
2015.



Notary Public

My commission expires on June 18, 2016

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

GARCIA UNDERGROUND, INC.

LICENSE NUMBER

81430

Qualifying Party(S)

GARCIA JOHN E.

GARCIA JOHN H.

GARCIA ANDI



EXPIRES

03/31/2020

CLASSIFICATION(S)

SF09


DIRECTOR

This card is the property of the CID and shall be surrendered upon demand



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

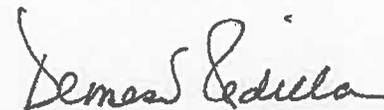
Issued to: **GARCIA UNDERGROUND, INC.**

DBA: **GARCIA UNDERGROUND, INC.**
PO BOX 345
GUADALUPITA, NM 87722-0345

Expires: **22-Sep-2018**

Certificate Number:

L1493092400



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

Garcia Underground, Inc.

26 CUNTY ROAD A034

GUADALUPITA, NM, 87722

has registered with the Department of Workforce Solutions

Registration Date: 10/3/2016

Registration Number: 0115152009091

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

CERTIFICATION No. SPD 67C56

DATE ISSUED 04/27/99

GARCIA UNDERGROUND, INC.

IS HEREBY CERTIFIED

by the

Office of the State Purchasing Agent

to be a Resident Contractor as defined in Chapter 66: Laws of 1984; and per *Resident Contractor Certification Questionnaire* filed in the State Purchasing Agent's office.

Roscoe for

.....
State Purchasing Agent

Mora, NM 87732

575-387-2767

Village of Questa Water System Improvements Phase IV:

Contract Amount \$468,502.15 Completion: June 2014

Paul Kennedy – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Alcalde MDWCA – Construction of Waterline B Extension Project:

Contract Amount \$148,427.00 Completion: February 2014

Paul Kennedy – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Mora MDWCA & MSWA Wastewater Collection System Repair:

Contract Amount \$242,621.50 Completion: August 2013

Clarence Aragon

Mora MDWCA & MSWA

P.O. Box 304

Mora, NM 87732

575-387-2767

Villanueva MDWCA Water System Improvements:

Contract Amount \$915,273.00 Completion: December 2013

Ramon Lucero – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Mora MDWCA Water System Improvements Project:

Contract Amount \$981,486.66 Completion: August 2011

Ramon Lucero – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

Question # 13:

John E. Garcia – President/ Treasurer – 45 + Years of experience in underground utilities.
John H. Garcia – Vice-President/Secretary – 30 + Years of experience in underground utilities.

GARCIA UNDERGROUND, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31,	2016		2015	
	Amount	Percent	Amount	Percent
Construction Revenue, Note H	\$ 1,353,981.90	100.00%	\$ 986,512.90	100.00%
Cost of Construction	<u>(853,892.08)</u>	<u>(63.07%)</u>	<u>(716,986.40)</u>	<u>(72.68%)</u>
Gross Profit (Loss)	500,089.82	36.93%	269,526.50	27.32%
General and Administrative Expenses	<u>(242,433.13)</u>	<u>(17.91%)</u>	<u>(224,969.81)</u>	<u>(22.80%)</u>
Net Income (Loss) from Operations	<u>257,656.69</u>	<u>19.02%</u>	<u>44,556.69</u>	<u>4.52%</u>
Other Income (Expense):				
Interest income	6.62		-	
Interest expense	<u>(5,741.72)</u>	<u>(.42%)</u>	<u>(5,632.98)</u>	<u>(.57%)</u>
Total Other Income (Expense)	<u>(5,735.10)</u>	<u>(.42%)</u>	<u>(5,632.98)</u>	<u>(.57%)</u>
Net Income (Loss)	<u><u>251,921.59</u></u>	<u><u>18.60%</u></u>	<u><u>38,923.71</u></u>	<u><u>3.95%</u></u>
Retained Earnings				
Beginning of Year	146,370.78		232,807.24	
Contributions made	-		-	
Distributions paid	<u>(198,909.32)</u>		<u>(125,360.17)</u>	
Retained Earnings				
End of Year	<u><u>\$ 199,383.05</u></u>		<u><u>\$ 146,370.78</u></u>	

The Accompanying Notes Are An Integral Part Of These Financial Statements
See Accompanying Independent Accountants' Review Report

NM Underground Utilities

FEB 13 2017
CLARK COUNTY
CLERK OF COURTS
CLERK OF COURTS DEPT.

3101 pm
Dy

BID

BID FORM

PROJECT IDENTIFICATION: Cinder Road Water Improvements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4-17-17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$ 8,662 ⁰⁰	\$ 8,662 ⁰⁰
4	Traffic Control and Pedestrian Control	LS	1	\$ 25,625 ⁰⁰	\$ 25,625 ⁰⁰
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$ 77 ⁰⁰	\$ 5,005 ⁰⁰
6	6" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$ 21 ⁰⁰	\$ 4,515 ⁰⁰
7	6" PVC Waterline adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$ 26 ⁷⁰	\$ 165,540 ⁰⁰
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, tracer wire termination, marker post, concrete support, CIP	EA	12	\$ 1,475 ⁰⁰	\$ 17,700 ⁰⁰
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$ 4,865 ⁰⁰	\$ 29,190 ⁰⁰
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$ 5,500 ⁰⁰	\$ 16,500 ⁰⁰
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$ 1,630 ⁰⁰	\$ 8,150 ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$ 1,640 ⁰⁰	\$ 6,560 ⁰⁰
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$ 1,175 ⁰⁰	\$ 1,175 ⁰⁰
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 50,300 ⁰⁰	\$ 50,300 ⁰⁰
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 38,300 ⁰⁰	\$ 38,300 ⁰⁰
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 29,900 ⁰⁰	\$ 29,900 ⁰⁰
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3,380 ⁰⁰	\$ 3,380 ⁰⁰
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3,260 ⁰⁰	\$ 3,260 ⁰⁰
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$ 44,000 ⁰⁰	\$ 44,000 ⁰⁰
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$ 7,160 ⁰⁰	\$ 7,160 ⁰⁰
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$ 260 ⁰⁰	\$ 3,900 ⁰⁰
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and Install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings, CIP	LS	1	\$ 43,200 ⁰⁰	\$ 43,200 ⁰⁰

Subtotal: Base Bid Items #1 Through #22 \$ 512,322⁰⁰

Subtotal: Base Bid Items #1 Through #22
Plus Additive Alternative #23 \$ 555,522⁰⁰

Gross Receipts Tax @ 8.3958% \$ 46,640⁵²

TOTAL BID AMOUNT \$ 602,162⁵²

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This contract will be awarded on the basis of the lowest responsive Total Bid Amount (includes Base Bid and Additive Alternative) received from a responsible bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: NM UNDERGROUND UTILITIES, INC. (SEAL)

State of Incorporation: NEW MEXICO

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): CASEY THOMPSON

Title: VICE PRESIDENT
(CORPORATE SEAL)

Attest Rita Salazar
RITA SALAZAR,
CORPORATE SECRETARY

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 6201 INDUSTRY WAY SE, ALBUQUERQUE,
NEW MEXICO 87105

Phone No. 505-877-2300 Fax No. 505-877-1212

E-mail Casey.thompson@nmunderground.com

SUBMITTED on April 19, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 384433

License Classifications CA-98, CB-98, CF-98, MM-98

New Mexico Department of Workforce Solutions Registration Number 1749120150318

Federal Identification Number (FEIN #) 47-2831460

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10.

Resident Veterans Preference Certification

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 47-2831460

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-310805-60-6

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid-awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: NM UNDERGROUND UTILITIES, INC.

AUTHORIZED AGENT: CASEY THOMPSON, VICE PRESIDENT

ADDRESS: 6201 INDUSTRY WAY SE, ALBUQUERQUE, NM 87105

TELEPHONE NUMBER: (505) 877-2300

FAX NUMBER: (505) 877-1272

DELIVERY: UPON EXECUTED AGREEMENT

STATE PURCHASING RESIDENT CERTIFICATION NO: L0925544400

NEW MEXICO CONTRACTORS LICENSE NO. 384433

BID ITEM(S): 1 TRENCH

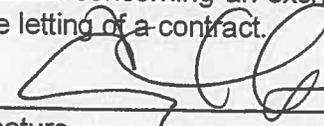
ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO }

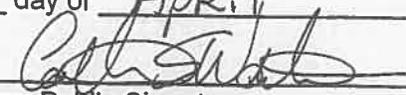
COUNTY OF BERNALILLO }

I, CASEY THOMPSON, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.


Signature

Subscribed and sworn to before me, this 19 day of April, 2017.

(SEAL)


Notary Public Signature

My Commission Expires: 4-13-18

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.



Signature

4-19-17

Date

CASEY THOMPSON, VICE PRESIDENT

Title (Position)

BID BOND

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

NM Underground Utilities, Inc.
6201 Industry Way SE, Albuquerque, NM 87105

SURETY (Name, and Address of Principal Place of Business):

Great American Insurance Company
301 East Fourth Street, Cincinnati, OH 45202

OWNER (Name and Address):

City of Las Vegas
1700 North Grand Avenue, Las Vegas, NM 87701

BID

Bid Due Date: April 19, 2017

Description (Project Name—Include Location): Cinder Road Water Improvements. Las Vegas, NM.

BOND

Bond Number: Bid Bond

Date: April 10, 2017

Penal sum Five Percent of Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

NM Underground Utilities, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

[Signature]
Signature

CASEY THOMPSON
Print Name

VICE PRESIDENT
Title

Attest:

[Signature]
Signature RITA SALAZAR,
CORPORATE SECRETARY

Title

SURETY

Great American Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

David C. Mitchie
Print Name

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

Client Service Agent

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category DIRECTIONAL DRILLING

Estimated Value of Work 45,000⁰⁰

Subcontractor's Name KELLY CABLE OF NM, INC.

Business Address 6901 READING SE
ALBUQUERQUE, NM 87105

Phone Number 505-343-1144

E-mail Address KCAMPBELL@KELLYCORPNM.COM

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. 27786

License Categories ES-06, ES-08, GF-09, ES-07, GA-02, ES-03, EL-01

New Mexico Dept. of Workforce Solutions Registration No. 002312720110831
(list only if value of work is in excess of \$60,000)

Subcontract Category TRAFFIC CONTROL + BARRICADING

Estimated Value of Work 76,000⁰⁰

Subcontractor's Name SOUTHWEST SAFETY SERVICES, INC.

Business Address P.O. BOX 9227
ALBUQUERQUE, NM 87119

Phone Number 505-873-2044

E-mail Address GEORGE@SWSAFETYSERVICES.COM

Federal Identification No. (FEIN #) 85-0457665

New Mexico Contractor's License No. 82265

License Categories GA-05

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

 _____ Date: 4-19-17

Duplicate, complete, and submit additional sheets as required.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

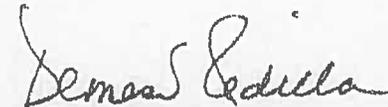
Issued to: **NM UNDERGROUND UTILITIES INC**

DBA: **NM UNDERGROUND UTILITIES INC**
6201 INDUSTRY WAY SE
ALBUQUERQUE, NM 87105-7476

Expires: **18-Mar-2018**

Certificate Number:

L0925544400



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

NM Underground Utilities, Inc.

6201 INDUSTRY WAY SE

ALBUQUERQUE, NM, 87105-7476

has registered with the Department of Workforce Solutions

Registration Date: 2/21/2017

Registration Number: 1749120150318

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd,
Santa Fe, New Mexico 87505

This is to certify that: **NM UNDERGROUND UTILITIES INC**
PERMANENT LICENSE #384433

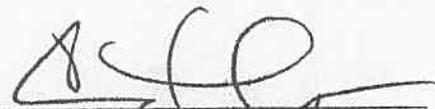
Located at: **6201 INDUSTRY WAY SE, ALBUQUERQUE, NM 87105**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA98, GB98, GF98, MM98

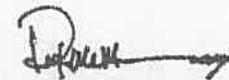
And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on



Signature of Contractor

06/13/2016



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

APR 18 2017

3:06 pm
[Redacted]

BID FORM

PROJECT IDENTIFICATION: Cinder Road Water Improvements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4.17.17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$ 7080.00	\$ 7080.00
4	Traffic Control and Pedestrian Control	LS	1	\$ 8955.73	\$ 8955.73
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$ 84.07	\$ 5464.55
6	6" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$ 64.03	\$ 13766.45
7	6" PVC Waterline adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$ 40.06	\$ 248372.00
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, tracer wire termination, marker post, concrete support, CIP	EA	12	\$ 1526.53	\$ 18318.36
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$ 4862.99	\$ 29177.94
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$ 4461.64	\$ 13384.92
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$ 1757.31	\$ 8786.55

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$ 3208.98	\$ 12835.92
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$ 7931.00	\$ 7931.00
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$37126.92	\$ 37126.92
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$24780.67	\$ 24780.67
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$19848.39	\$ 19848.39
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3940.27	\$ 3940.27
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3573.18	\$ 3573.18
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$ 21626.26	\$ 21626.26
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$12114.54	\$ 12114.54
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$ 339.34	\$ 5090.10
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and Install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings, CIP	LS	1	\$ 36,739.01	\$ 36,739.01

Subtotal: Base Bid Items #1 Through #22 \$ 545,673.75

Subtotal: Base Bid Items #1 Through #22
Plus Additive Alternative #23 \$ 582,412.76

Gross Receipts Tax @ 8.3958% \$ 48,898.21

TOTAL BID AMOUNT \$ 631,310.97

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This contract will be awarded on the basis of the lowest responsive Total Bid Amount (includes Base Bid and Additive Alternative) received from a responsible bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category TRAFFIC CONTROL
Estimated Value of Work 14000.00
Subcontractor's Name HIGHWAY SUPPLY
Business Address 6221 CHAPPELL RD. NE
ALBUQUERQUE NM 87113
Phone Number 505.345.8295
E-mail Address CCATUN@HIGHWAYSUPPLY.NET
Federal Identification No. (FEIN #) 26-0096526
New Mexico Contractor's License No. 91853
License Categories GA04-GA05-GA98-GF01-GF98-ES04
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category DIRECTIONAL BORING
Estimated Value of Work \$31,000.00
Subcontractor's Name IHP CONSTRUCTION
Business Address 104 FIRE STATION ROAD
LOS LUNAS NM 87031
Phone Number 505.620.3992
E-mail Address SHAD@IHPCONSTRUCTION.COM
Federal Identification No. (FEIN #) 45-4524309
New Mexico Contractor's License No. 373460
License Categories 6F09, 6B98
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category INSERTION VALVE, HOT TAPS
Estimated Value of Work 30,000.00
Subcontractor's Name PIPELINE SOLUTIONS
Business Address 6616 GULTON CT NE STE 90
ALBUQUERQUE NM 87109
Phone Number 505.345.3422
E-mail Address PAUL@PST-TAP.COM
Federal Identification No. (FEIN #) 27-2771257
New Mexico Contractor's License No. 370705
License Categories 6F09
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

Date: 4.19.17

Duplicate, complete, and submit additional sheets as required.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

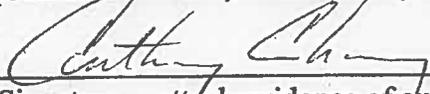
By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

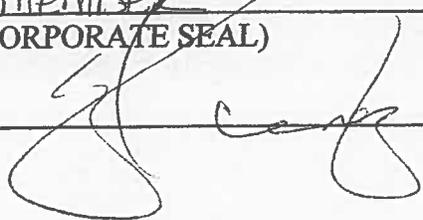
Corporation Name: SIERRA VALLEY CONTRACTORS, LLC (SEAL)

State of Incorporation: NEW MEXICO
Type (General Business, Professional, Service, Limited Liability): LLC

By: 
(Signature -- attach evidence of authority to sign) ATTACHED

Name (typed or printed): ANTHONY CHAVEZ

Title: MEMBER
(CORPORATE SEAL)

Attest 

Excerpt from the Organizational Meeting of Sierra Valley Contractors, LLC

At the organizational meeting of Sierra Valley Contractors, LLC, the member(s) voted that the following individuals are authorized to sign documents, contracts, borrow money, open bank accounts and otherwise bind the entity to financial obligations:

Anthony Chavez, Managing Member

The authority to sign documents and contracts is *perpetual* and does not need to be voted upon at any annual or special meeting of the members as no such meetings are required under the operating agreement.

Furthermore, in the event that Anthony Chavez is unable or unavailable to sign such documents, then Laurie Chavez is also authorized to fulfill that role.

Signed this 15th day of February, 2008

Anthony Chavez, Managing Member

Sierra Valley Contractors, LLC
PO Box 3831
Truth or Consequences, NM 87901
575.740.6017 / 575.740.6018

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 3831

Torrance CA 90501

Phone No. 575.740.6018 Fax No. 575.894.5631

E-mail SIERRAVALLEYCONTRACTORS@YAHOO.COM

SUBMITTED on 4.19, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 91937

License Classifications GA01, GA03, GB9B, GF04, GF09

New Mexico Department of Workforce Solutions Registration Number 002454920120524

Federal Identification Number (FEIN #) 26-0446718

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? —

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? YES- ATTACHED

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10.

Resident Veterans Preference Certification

SIERRA VALLEY
CONTRACTORS, LLC (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

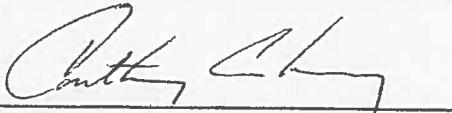
I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$5M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.



(Signature of Business Representative)*

4.18.17
(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 26-0446718
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-493015-00-6

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts tax on the City of Las Vegas.

BIDDER INFORMATION

BIDDER: SIERRA VALLEY CONTRACTORS, LLC

AUTHORIZED AGENT: ANTHONY CHAVEZ

ADDRESS: PO Box 3831 TNC NM 87901

TELEPHONE NUMBER: (575) 740.6017

FAX NUMBER: (575) 894.5631

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: LO605752880

NEW MEXICO CONTRACTORS LICENSE NO. 91937

BID ITEM(S): 1-22 + ADDITIVE ALTERATE 2.3 (1-23)

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

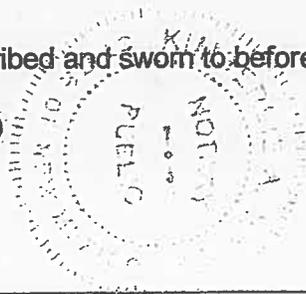
COUNTY OF Sierra }

I, Anthony Chavez, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Anthony Chavez
Signature

Subscribed and sworn to before me, this 18th day of April, 2017.

(SEAL)



Kimberly A. Mearns
Notary Public Signature

My Commission Expires: July 8, 2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

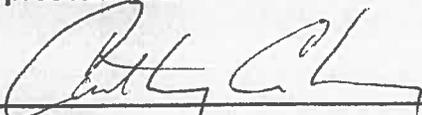
Signature

Date

Title (Position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.



Signature

4.19.17

Date

MEMBER

Title (Position)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Sierra Valley Contractors, LLC

P.O. Box 3831, Truth or Consequences, New Mexico 87901

as Principal, hereinafter called the Principal, and

SureTec Insurance Company, 1330 Post Oak Boulevard, Suite 1100, Houston, TX 77056

a corporation duly organized under the laws of the State of Texas

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Las Vegas

1700 N. Grand Avenue

Las Vegas, New Mexico 87701

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of the Greatest Amount Bid by Contractor (5 % GAB)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, and ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

Cinder Road Water Improvements,

Las Vegas, New Mexico

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of April, 2017.

Sierra Valley Contractors, LLC

[Signature]

(Principal) (Seal)

(Title) MEMBER

SureTec Insurance Company

[Signature]

(Surety) (Seal)

Shawn Gustafson (Title) Attorney-in-Fact

COUNTERSIGNATURE (if required):

Name & Agency

Address & Phone

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William W. Burke, Shawn E. Gustafson, Stacey Boswell, William W. Burke, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

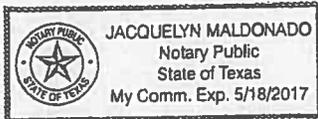
State of Texas ss:
County of Harris



SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of April, 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

AGENT'S AFFIDAVIT

Supplements to Bid Forms
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Shawn Gustafson

being first duly sworn deposes and says:

That he/she is the duly appointed agent for SureTec Insurance Company
1330 Post Oak Boulevard, Suite 1100
Houston, Texas 77056

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of Cinder Road Water Improvements, Las Vegas, New Mexico dated the 19th day of April, 2017 executed by:

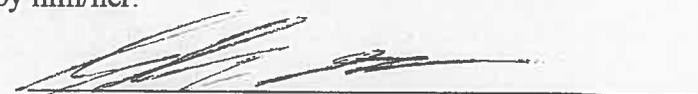
Sierra Valley Contractors, LLC

contractor, as principal and

SureTec Insurance Company

as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.


Agent, Shawn Gustafson, Attorney-In-Fact

Subscribed and sworn to before me this 19th day of April, 2017.


Notary Public

My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.
1691 Hickory Loop, Suite B
Las Cruces, New Mexico 88005
Telephone Number (575) 524-2222

●Power of Attorney for person signing for Surety Company must be attached to bond ●

Bill Richardson
Governor

Edward J. Lopez
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

Lisa D. Martinez
Director

This is to certify that: **SIERRA VALLEY CONTRACTORS, LLC**
PERMANENT LICENSE #91937

Located at: PO BOX 3831, 902 YUCCA STREET, T OR C, NM 87901

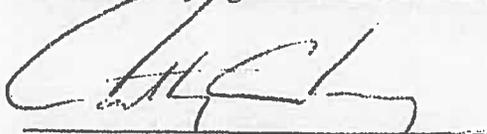
Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA01, GA03, GB98, GF04, GF09

And to permit or contract projects singly in New Mexico of a dollar amount up to:

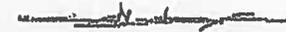
\$1000000

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on



Signature of Contractor

03/24/2008



Lisa D. Martinez
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

SIERRA VALLEY CONTRACTORS, LLC
2242691

the above named entity, a Company organized under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Limited Liability Company, under the

Limited Liability Company Act

53-19-1 to 53-19-74 NMSA 1978

having filed its Articles of Organization on April 22, 2002, and Certificate of Organization issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **February 7, 2017**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Certificate Validation #: 0007791

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under **Certificate Validation**.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT VETERAN CONTRACTOR CERTIFICATE

Issued to: SIERRA VALLEY CONTRACTORS, LLC

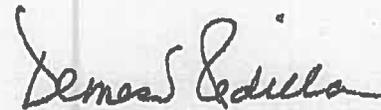
DBA: SIERRA VALLEY CONTRACTORS, LLC
PO BOX 3831

TRUTH OR CONSEQUENCES, NM 87901-7831

Expires: **08-Aug-2019**

Certificate Number:

L0605752880

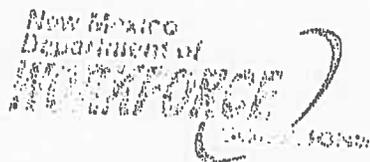


Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Certificate of Contractor Registration



This is to certify that

Sierra Valley Contractors, LLC

Sierra Valley Contractors, LLC
902 YUCCA ST

TRUTH OR CONSEQUENCES, NM, 87901-1569

has registered with the Department of Workforce Solutions

Registration Date: 5/3/2016

Registration Number: 002454920120524

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE, Suite 3000, Albuquerque, NM 87102, (505) 841-4400



NEW MEXICO DEPARTMENT OF
TRANSPORTATION

Via Electronic Mail

June 6, 2016

Sierra Valley Contractors, LLC
PO Box 3831
T or C, NM 87901
Email: sierravalleycontractors@yahoo.com

RE: Prequalification Packet Approval

Dear Ms. Chavez:

This letter is to inform you that your company's Prequalification Packet has been approved by the New Mexico Department of Transportation (NMDOT). You were approved on 06/06/16 and are now prequalified.

Your prequalified status expires in exactly one year on 06/05/17. Please see the Contractor Prequalification Rule, 18.27.5 NMAC, for further explanation of the expiration and renewal process.

Your renewal packet shall be submitted no later than the close of business seven calendar days before your prequalified status expires. Without timely renewal your prequalified status will automatically terminate.

If you have any questions, concerns or require additional information regarding the prequalification process, please do not hesitate to call me at (505) 476-0901 or Geraldine Aguilar at (505) 476-0917. Thank you.

Sincerely,

Charla Montoya

Charla Montoya
Investigations and Special Inquiries Bureau

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

Gandy Dancer

BID FORM

APR 13 2017

38037m
D

PROJECT IDENTIFICATION: Cinder Road Water Improvements

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4/17/17</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$ 8,000.00	\$ 8,000.00
4	Traffic Control and Pedestrian Control	LS	1	\$ 35,000.00	\$ 35,000.00
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$ 67.50	\$ 4,387.50
6	6" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$ 48.00	\$ 10,320.00
7	6" PVC Waterline adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$ 59.00	\$ 365,800.00
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, tracer wire termination, marker post, concrete support, CIP	EA	12	\$ 2,000.00	\$ 24,000.00
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$ 5,000.00	\$ 30,000.00
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$ 6,600.00	\$ 19,800.00
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$ 1,350.00	\$ 6,750.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$ 1,800.00	\$ 7,200.00
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$ 2,000.00	\$ 2,000.00
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 35,000.00	\$ 35,000.00
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 22,000.00	\$ 22,000.00
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 9,800.00	\$ 9,800.00
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 4,600.00	\$ 4,600.00
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 4,600.00	\$ 4,600.00
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$ 43,600.00	\$ 43,600.00
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$ 8,000.00	\$ 8,000.00
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$ 125.00	\$ 1,875.00
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and Install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings, CIP	LS	1	\$ 40,200.00	\$ 40,200.00

Subtotal: Base Bid Items #1 Through #22 \$ 686,232.50

Subtotal: Base Bid Items #1 Through #22
Plus Additive Alternative #23 \$ 726,432.50

Gross Receipts Tax @ 8.3958% \$ 60,989.82

TOTAL BID AMOUNT \$ 787,422.32

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This contract will be awarded on the basis of the lowest responsive Total Bid Amount (includes Base Bid and Additive Alternative) received from a responsible bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Gandy Dancer LLC (SEAL)

State of Incorporation: NEW MEXICO

Type (General Business, Professional, Service, Limited Liability): LLC

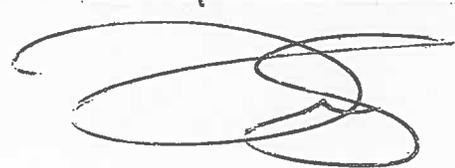
By: Robert Toledo

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Robert Toledo

Title: PROJECT MANAGER
(CORPORATE SEAL)

Attest Joseph Guzman



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5801 BOBBY FOSTER ROAD SE
Albuquerque, NM 87105

Phone No. 505-873-2222 Fax No. 505-452-9580

E-mail Robert.L.Toledo@gandydancer.net

SUBMITTED on April 19, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 358418

License Classifications GA98, GB98, GF04, GF06, GF09, GS05, GS08, GS15

New Mexico Department of Workforce Solutions Registration Number 28504817852016

Federal Identification Number (FEIN #) 85-0481785

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? L-1524613424

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:

85-0481785

SOCIAL SECURITY NUMBER:

— n/a —

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS):

02-475971-00-6

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy, acts of State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: GandyDancer LLC

AUTHORIZED AGENT: _____

ADDRESS: 5801 BOBBY FOSTER ROAD SE, ALBQ, NM 87105

TELEPHONE NUMBER: (505) 873-2222

FAX NUMBER: (505) 452-9580

DELIVERY: FoB Jobsite

STATE PURCHASING RESIDENT CERTIFICATION NO: L1524613424

NEW MEXICO CONTRACTORS LICENSE NO. 358418

BID ITEM(S): 1-23

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

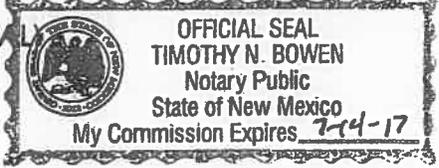
STATE OF New Mexico

COUNTY OF Bernalillo

I, Robert Toledo, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract, or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 19th day of April, 2017.



[Signature]
Notary Public Signature
My Commission Expires: 7-14-17

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.



Signature Robert Toledo

4/19/17

Date

Project Management

Title (Position)

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

GandyDancer, LLC dba Gandydancer Railroad & Excavating Service
5715 Industry Way SE, Albuquerque, NM 87105

SURETY (Name, and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)
P.O. Box 14498 , Des Moines, IA 50306 - 3498

OWNER (Name and Address):

City of Las Vegas
1700 N. Grand Avenue, Las Vegas, NM 87701

BID

Bid Due Date: April 19, 2017

Description (Project Name— Include Location): Cinder Road Water Improvements. Las Vegas, NM.

BOND

Bond Number: Bid Bond

Date: April 12, 2017

Penal sum Five Percent of Amount Bid \$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

GandyDancer, LLC dba Gandydancer Railroad & Excavating Service

(Seal)

Bidder's Name and Corporate Seal

By: Jamin D. Hutchens
Signature

Jamin Hutchens
Print Name

Managing Member
Title

Attest: [Signature]
Signature
Project Manager
Title

SURETY

Merchants Bonding Company (Mutual) (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney) 1833

Shirley A. Talley
Print Name

Attorney-in-Fact
Title

Attest: Kandi D. Morgan
Signature
Client Service Agent
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

Shirley A. Talley

their true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: Bid Bond
Principal: GandyDancer, LLC dba Gandydancer Railroad & Excavating Service
Obligee: City of Las Vegas

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc. on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of August, 2015.



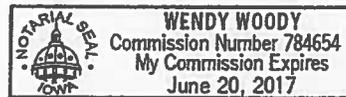
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of April, 2017.



William Warner Jr.
Secretary

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category 6" PVC Waterline
Estimated Value of Work \$ 50,000.00
Subcontractor's Name Prodigy Builders, Inc
Business Address 4829 GTO DR. SW
ALBUQUERQUE, NM 87105
Phone Number (505) 918-1340
E-mail Address prodigybuilders@gmail.com
Federal Identification No. (FEIN #) 20-5100933
New Mexico Contractor's License No. 94417
License Categories GF04, GF09, GB98, GA1, GA3
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category Directional Boring
Estimated Value of Work \$ 44,250
Subcontractor's Name Kelly Utility Field Services
Business Address 6901 Reading SE
ALBUQUERQUE, NM 87105
Phone Number 505-343-1144
E-mail Address Kcambelle.KellyCorpNM.COM
Federal Identification No. (FEIN #) 74-2481268
New Mexico Contractor's License No. 27786
License Categories E1101, ES03, ES06, ES07, GS02, GA02, GF09
New Mexico Dept. of Workforce Solutions Registration No. 002312720110831
(list only if value of work is in excess of \$60,000)

Subcontract Category Construction Staking
Estimated Value of Work \$ 5750.00
Subcontractor's Name BSN Santa Fe
Business Address 28 B. S Bee Court Suite B-10
Santa Fe, NM 87508
Phone Number 505-473-7973
E-mail Address BSN Santa Fe @ AOL.com
Federal Identification No. (FEIN #) 42-1685863
New Mexico Contractor's License No. 222362
License Categories PE
New Mexico Dept. of Workforce Solutions Registration No. 1-739920141222
(list only if value of work is in excess of \$60,000)

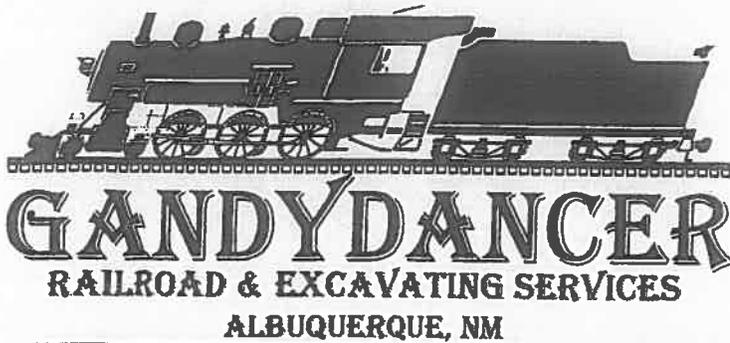
Subcontract Category Traffic Control
Estimated Value of Work 12,700.00
Subcontractor's Name Highway Supply
Business Address 6221 Chappell Rd. NE
Albuquerque, NM 87113
Phone Number 505-345-8295
E-mail Address cc@hwyhighwaysupply.net
Federal Identification No. (FEIN #) 26-0096526
New Mexico Contractor's License No. 91853
License Categories GA04, GA05, GA98, GF01, GF98, GS04
New Mexico Dept. of Workforce Solutions Registration No. 002199220110314
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Date: 4/18/2017

Duplicate, complete, and submit additional sheets as required.



Physical Address:
5801 Bobby Foster Rd.
Albuquerque, NM
87105

Office Phone:
(505) 873-2222

Fax Phone:
(505) 452-9580

Mailing Address:
5801 Bobby Foster Rd.
Albuquerque, NM.
87105

NM License #
86707

Web Address:
www.gandydancer.net

AZ License #
172362, 172363

Authorization Letter

I, the undersigned,

Mr. Ted Keener
General Manager
Gandydancer, LLC
5801 Bobby Foster Road Ste. A
Albuquerque, New Mexico 87105

Authorize the person mention below to act on my behalf in all possible manners,

Mr. Robert Toledo
Project Manager
Gandydancer, LLC
5801 Bobby Foster Road Ste. A
Albuquerque, New Mexico 87105

To coordinate, approve and sign all documentation associated with the construction documents including pay applications, change orders and closers.

This authorization letter is valid until January 1, 2018

January 9, 2017

Ted Keener

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

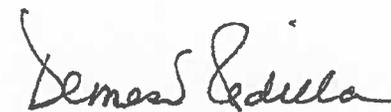
Issued to: **GANDYDANCER, LLC**

DBA: **GANDYDANCER, LLC**
5801 BOBBY FOSTER RD SW STE A
ALBUQUERQUE, NM 87105-5302

Expires: **25-Oct-2019**

Certificate Number:

L1524613424



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Velocity Build

APR 13 2017

3:00 pm

BID

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 -- BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$ 12,099.00	\$ 12,099.00
4	Traffic Control and Pedestrian Control	LS	1	\$ 23,719.00	\$ 23,719.00
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$ 79.00	\$ 5,135.00
6	6" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$ 53.00	\$ 11,395.00
7	6" PVC Waterline adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$ 25.00	\$ 155,000.00
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, tracer wire termination, marker post, concrete support, CIP	EA	12	\$ 1,160.00	\$ 13,920.00
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$ 4,917.00	\$ 29,502.00
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$ 4,871.00	\$ 14,613.00
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$ 1,593.00	\$ 7,965.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$ 3,401.00	\$ 13,604.00
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$ 3,283.00	\$ 3,283.00
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 31,826.00	\$ 31,826.00
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 19,531.00	\$ 19,531.00
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 8,682.00	\$ 8,682.00
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3,908.00	\$ 3,908.00
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3,288.00	\$ 3,288.00
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$ 45,657.00	\$ 45,657.00
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$ 4,295.00	\$ 4,295.00
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$ 260.00	\$ 3,900.00
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings, CIP	LS	1	\$ 44,196.00	\$ 44,196.00

Subtotal: Base Bid Items #1 Through #22 \$ 454,822.00

Subtotal: Base Bid Items #1 Through #22
Plus Additive Alternative #23 \$ 499,018.00

Gross Receipts Tax @ 8.3958% \$ 41,896.55

TOTAL BID AMOUNT \$ 540,914.55

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 This contract will be awarded on the basis of the lowest responsive Total Bid Amount (includes Base Bid and Additive Alternative) received from a responsible bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.
- 5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).
- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
 2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
 3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

EJCDC C-410 Suggested Bid Form for Construction Contracts
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BID-5

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____
By: _____
(Individual's signature)
Doing business as: _____

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)
Name (typed or printed): _____

A Corporation Limited Liability

Corporation Name: Velocity Build LLC (SEAL)
100% Owned BY Isleta Business Corporation - See Attached
State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): Limited Liability
By: _____
(Signature -- attach evidence of authority to sign)
Name (typed or printed): Joe P. Padilla
Title: Manager
(CORPORATE SEAL)
Attest Jamie L. Davidson
Jamie L. Davidson/Office Manager

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 62B Tribal Rd 90, Albuquerque, NM 87105

Phone No. (505)916-0436 Fax No. (505)869-4117

E-mail joe.padilla@velocitybuildllc.com
augie.seymour@velocitybuildllc.com
paul.padilla@velocitybuildllc.com

SUBMITTED on April 19, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 382377

License Classifications GA98,GF98

New Mexico Department of Workforce Solutions Registration Number 03043920140620

Federal Identification Number (FEIN #) 38-3931497

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? No

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-16.

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 38-3931497

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-293127-00-1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Velocity Build LLC
AUTHORIZED AGENT: Joe P. Padilla/Manager
ADDRESS: 62B Tribal Rd 90, Albuquerque, NM 87105
TELEPHONE NUMBER: (505) 916-0436
FAX NUMBER: (505) 869-4112
DELIVERY: 62B Tribal Rd 90, Albuquerque, NM 87105
STATE PURCHASING RESIDENT CERTIFICATION NO: _____
NEW MEXICO CONTRACTORS LICENSE NO. 382377
BID ITEM(S): Per enclosed BID SCHEDULE

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

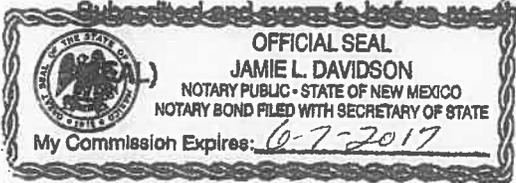
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }
COUNTY OF Bernalillo }

I, Joe P. Padilla, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature Joe P. Padilla/Manager

Subscribed and sworn to before me this 19th day of April, 2017.



Jamie L. Davidson
Notary Public Signature
My Commission Expires: June 7, 2017

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2008, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

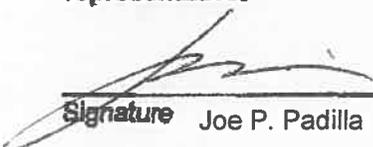
Signature

Date

Title (Position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.



Signature Joe P. Padilla

April 19, 2017

Date

Manager
Title (Position)

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Velocity Build, LLC
341 Tribal Rd. 90, Bosque Farms, NM 87068

SURETY (Name, and Address of Principal Place of Business):

North American Specialty Insurance Company
650 Elm Street, Manchester, NH 03101

OWNER (Name and Address):

City of Las Vegas
1700 N. Grand Avenue, Las Vegas, NM 87701

BID

Bid Due Date: April 19, 2017

Description (Project Name— Include Location): Cinder Road Water Improvements. Las Vegas, NM.

BOND

Bond Number: Bid Bond

Date: April 12, 2017

Penal sum Five Percent of Amount Bid \$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Velocity Build, LLC (Seal)

Bidder's Name and Corporate Seal

By: _____

Signature

Joe P. Padilla

Print Name

Manager

Title

Attest: _____

Jamie L. Davidson
Signature Jamie L. Davidson

Office Manager

Title

SURETY

North American Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Atto

Shirley A. Talley

Print Name

Attorney-in-Fact

Title

Attest: _____

Kandi P. Morgan
Signature

Client Service Agent

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: Shirley A. Talley

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Velocity Build, LLC

Bond Number: Bid Bond

Obligee: City of Las Vegas

Bond Amount: See Bond Form

Bond Description: Cinder Road Water Improvements. Las Vegas, NM.

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of April, 2017.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

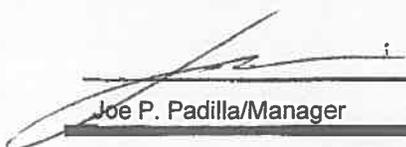
Subcontract Category	Staking Surveying
Estimated Value of Work	\$10,000.00
Subcontractor's Name	Rio Grande Surveying Co., P.C.
Business Address	PO Box 7155 Albuquerque, NM 87194
Phone Number	(505)764-8891
E-mail Address	rgsc360@gmail.net
Federal Identification No. (FEIN #)	85-0329576
New Mexico Contractor's License No.	N/A
License Categories	
New Mexico Dept. of Workforce Solutions Registration No. (list only if value of work is in excess of \$60,000)	

Subcontract Category	Quality Control
Estimated Value of Work	\$7,500.00
Subcontractor's Name	CA2 Testing
Business Address	PO Box 1228 Las Vegas, NM 87701
Phone Number	(505)718-3030
E-mail Address	abe@ca2testing.com
Federal Identification No. (FEIN #)	26-2607906
New Mexico Contractor's License No.	N/A
License Categories	
New Mexico Dept. of Workforce Solutions Registration No. (list only if value of work is in excess of \$60,000)	

Subcontract Category	Directional Drilling
Estimated Value of Work	\$44,232.00
Subcontractor's Name	Kelly Utility Services
Business Address	6901 Reading Dr., NE Albuquerque, NM 87105
Phone Number	(505)343-1144
E-mail Address	mf@kellycorpnm.com
Federal Identification No. (FEIN #)	74-2481268
New Mexico Contractor's License No.	27786
License Categories	EL09, ES03, ES06, ES07, ES08, GA02, GF09
New Mexico Dept. of Workforce Solutions Registration No. (list only if value of work is in excess of \$60,000)	

Subcontract Category	Valve Insertion
Estimated Value of Work	\$38,000.00
Subcontractor's Name	Ferguson Waterworks
Business Address	801 Candelaria Rd NE Albuquerque, NM 87107
Phone Number	(505)449-4900
E-mail Address	shane.meihaus@ferguson.com
Federal Identification No. (FEIN #)	54-1211771
New Mexico Contractor's License No.	N/A
License Categories	
New Mexico Dept. of Workforce Solutions Registration No. (list only if value of work is in excess of \$60,000)	

Signature of Authorized Representative for BIDDER:



Joe P. Padilla/Manager

Date: April 19, 2017

Duplicate, complete, and submit additional sheets as required.



May 1, 2016

Andrew Teller CEO
Isleta Business Corporation
Isleta Pueblo, New Mexico 87022

RE: Letter of Authorization

To Whom It May Concern:

I, Andrew Teller acting as CEO of Isleta Business Corporation and on behalf of Velocity Build LLC, as Sole Member/Manager do hereby authorize Joe P. Padilla and delegate him as Manager and Authorized Agent of Velocity Build and as an authorized signer on behalf of Velocity Build LLC.

Respectfully,



Andrew Teller CEO

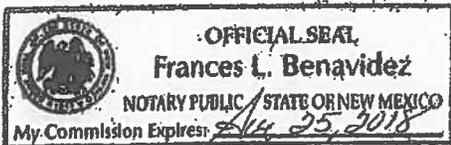
State of New Mexico
County of Bernalillo

Subscribed and sworn to me this 1st day of May 2016,
by Andrew Teller.



Notary

My Commission Expires: Aug 25, 2018



OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

**VELOCITY BUILD LLC
4905954**

the above named entity, a Company organized under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Limited Liability Company, under the

Limited Liability Company Act

53-19-1 to 53-19-74 NMSA 1978

having filed its Articles of Organization on May 5, 2014, and Certificate of Organization Issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **October 27, 2016**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Brad Winter

**Brad Winter
Secretary of State**

Certificate Validation #: 0004475

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under **Certificate Validation**.



STATE OF NEW MEXICO
DIANNA J. DURAN

SECRETARY OF STATE

May 13, 2014

HOBBS, STRAUS, DEAN & WALKER
4313 CORRALES RD. STE. 2
CORRALES NM 87048

RE: VELOCITY BUILD LLC

Entity ID: 4905954

The Office of the Secretary of State has approved and filed the Articles Of Organization for the above captioned organization effective May 5, 2014. The enclosed Certificate Of Organization is evidence of filing, and should become a permanent document of the organization's records.

The referenced approval does not constitute authorization for the above referenced organization to transact any business which requires compliance with other applicable federal or state laws, including, but not limited to, state licensing requirements. It is the organization's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

Your canceled check, as validated by this office, is your receipt. If you have any questions please contact the Corporations Bureau at (505) 827-4508 or toll free at 1-800-477-3632 for assistance.

Corporations Bureau

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate Of Organization

OF

VELOCITY BUILD LLC

4905954

The Office of the Secretary of State certifies that the Articles Of Organization, duly signed and verified pursuant to the provisions of the

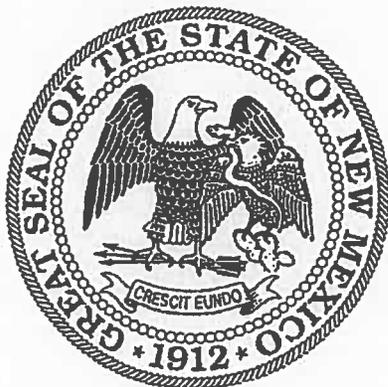
Limited Liability Company Act

(53-19-1 To 53-19-74 NMSA 1978)

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Organization and attaches hereto a duplicate of the Articles Of Organization.

Dated : **May 5, 2014**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



A handwritten signature in cursive script, reading "Dianna J. Duran".

Dianna J. Duran
Secretary of State

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **VELOCITY BUILD LLC**
PERMANENT LICENSE #382377

Located at: **62B TRIBAL ROAD 90, ALBUQUERQUE, NM 87105**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

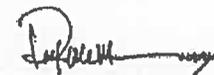
GA98, GF98

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

06/06/2014

Signature of Contractor



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **JOE P. PADILLA**

PERMANENT CERTIFICATE #382375

Has complied with all the requirements of the law and is hereby certified as a qualified party under the classification of:

GA98

As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

06/06/14

Signature of Contractor



*Pat McMurray
Director*

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

6-16-2018

Certificate of Contractor Registration



This is to certify that

VELOCITY BUILD LLC

62B TRIBAL RD 90

ALBUQUERQUE, NM, 87105

has registered with the Department of Workforce Solutions

Registration Date: 5/19/2016

Registration Number: 03043920140620

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

Contractor Registration Certificate

Registration Details

FEIN: 38-3931497

Registration Number: 03043920140620

Company Name: VELOCITY BUILD LLC

Doing Business As (DBA) Name:

Registration Date: 05/19/2016

Registration Expiration Date: 06/16/2018

Status: Active

Phone Number: 5059160436

Email: jamie.davidson@velocitybuildllc.com

OFFICE OF THE GOVERNOR



P.O. BOX 1270
ISLETA, NEW MEXICO 87022
(505) 869-9716

PUEBLO OF ISLETA

June 27, 2014

Re: Isleta Business Corporation and its subsidiary Velocity Build LLC

To Whom It May Concern:

By this letter, the Pueblo of Isleta certifies that the Isleta Business Corporation formed Velocity Build LLC as a New Mexico limited liability company, effective with the filing of its Articles of Incorporation with the state of New Mexico on May 5, 2014. The Isleta Business Corporation is the sole member and owner of Velocity Build LLC.

The Isleta Business Corporation is wholly owned and controlled by the Pueblo of Isleta, pursuant to the Business Corporations Ordinance of the Pueblo of Isleta (April 17, 2012) and the Amended Charter issued to the Isleta Business Corporation (June 21, 2011).

Please contact this office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pablo Padilla, Jr.', written over a horizontal line.

Pablo Padilla, Jr.
General Legal Counsel

Confidentiality Notice: This communication, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this communication.

Hays Plumbing

RECEIVED
APR 13 2017

CITY OF LAS VEGAS
PLUMBING DEPT.

3.09 pm

BID

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01 D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$ 7,053.00	\$ 7,053.00
4	Traffic Control and Pedestrian Control	LS	1	\$ 25,000.00	\$ 25,000.00
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$ 60.00	\$ 3,900.00
6	5" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$ 12.00	\$ 2,580.00
7	6" PVC Water line adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, CIP	LF	6200	\$ 26.10	\$ 161,820.00
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, tracer wire termination, marker post, concrete support, CIP	EA	12	\$ 1,305.00	\$ 15,660.00
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$ 5,530.00	\$ 33,180.00
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$ 7,300.00	\$ 21,900.00
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$ 1,750.00	\$ 8,750.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$ 1,200.00	\$ 4,800.00
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$ 990.00	\$ 990.00
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 28,300.00	\$ 28,300.00
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 16,850.00	\$ 16,850.00
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 6,700.00	\$ 6,700.00
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeve, FLXMI valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3,100.00	\$ 3,100.00
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLXMI valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 3,000.00	\$ 3,000.00
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$ 45,000.00	\$ 45,000.00
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$ 4,280.00	\$ 4,280.00
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$ 175.00	\$ 2,625.00
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings, CIP	LS	1	\$ 83,000.00	\$ 83,000.00

Subtotal: Base Bid Items #1 Through #22 \$ 438,988.00

Subtotal: Base Bid Items #1 Through #22
Plus Additive Alternative #23 \$ 521,988.00

Gross Receipts Tax @ 8.3958% \$ 43,825.07

TOTAL BID AMOUNT \$ 565,813.07

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 This contract will be awarded on the basis of the lowest responsive Total Bid Amount (includes Base Bid and Additive Alternative) received from a responsible bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.
- 5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).
- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
 2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
 3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

EJCDC C-410 Suggested Bid Form for Construction Contracts
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BID-5

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Hays Plumbing & Heating, Inc. (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: Gordon Hays
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Gordon Hays

Title: President
(CORPORATE SEAL)

Attest: [Signature]

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 600 Railroad Ave. Las Vegas, New Mexico 87701

Phone No. (505) 425-7585 Fax No. (505) 454-0202

E-mail hays_plumbing@hotmail.com

SUBMITTED on April 19, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 8243

License Classifications MM-98, GB-98, GF-98, GA-01, GF-09, E101, ES02

New Mexico Department of Workforce Solutions Registration Number 002369720111209

Federal Identification Number (FEIN #) 85-0168958

ARTICLE 10 - PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? _____

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMB AND HEATING INC

DBA: HAYS PLUMB AND HEATING INC
600 RAILROAD AVE
LAS VEGAS, NM 87701-4551

Expires: 9-Jan-2015

Please verify current status of Certificate by contacting Taxation and Revenue Department

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 the Person or Business Named Herein has met the statutory requirements and has been awarded a Resident Business Certificate.

Certificate Number:

L0253274432

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area of the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-98 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0168958

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (GRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (GRS): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Gordon Hays

ADDRESS: 600 Railroad Ave. Las Vegas, New Mexico 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: L0253274482

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): _____

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

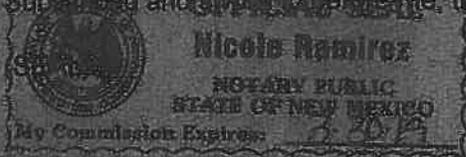
STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract, or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 9 day of April, 2017.


Nicole Ramirez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-30-19

Nicole Ramirez
Notary Public Signature
My Commission Expires: 3-30-19

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 8-1, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature _____ Date _____

_____ Title (Position)

~~-OR-~~

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.

Gordon Hoys _____ 4/19/2017 _____
Signature Date

_____ President
_____ Title (Position)

BID BOND

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hays Plumbing & Heating, Inc
PO Box 1420
Las Vegas, NM 87701.

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 S. Wabash Ave., 41st Floor
Chicago, IL 60604

OWNER:

(Name, legal status and address)

City of Las Vegas

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Cinder Road Water Impts.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of April, 2017

Hays Plumbing & Heating, Inc.

(Principal)

(Seal)

(Witness)

Gordon Hays
(Title)

Western Surety Company

(Surety)

(Seal)

(Witness)

Juan Vance

Sherryl L. Quint
(Title) Sherryl L. Quint, Attorney-In-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

AGENT'S AFFIDAVIT

BONDS, CERTIFICATIONS AND NOTICES
Section 00622

THIS FORM MUST BE USED BY SURETY
(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Sherryl L. Quint being first duly sworn deposes and says:

That he/she is the duly appointed agent for Hays Plumbing & Heating, Inc.

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of City of Las Vegas Cinder Road Water Impts.

dated the 19th day of April, 2017 executed by:

Hays Plumbing & Heating, Inc. contractor, as principal and
Western Surety Company as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

Sherryl L. Quint

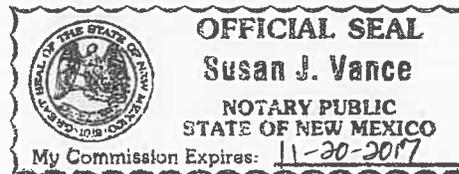
Sherryl L. Quint, Attorney-In-Fact

Subscribed and sworn to before me this 19th day of April, 2017

Susan J. Vance
Notary Public

My commission expires: 11-20-2017

Agent's Address: Downey & Company
6565 Americas Parkway NE Ste 750
Albuquerque, NM 87110
(505)881-0300



•Power of Attorney for person signing for surety company must be attached to bond •

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of April, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Survey

Estimated Value of Work \$6,220.00

Subcontractor's Name Fierro & Company

Business Address 5508 Costa Uerde Rd NW
Albuquerque, New Mexico 87120

Phone Number (505) 352-8930

E-mail Address _____

Federal Identification No. (FEIN #) 461473804

New Mexico Contractor's License No. 22909

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category Directional Boring

Estimated Value of Work \$ 44,233.50

Subcontractor's Name Kelly Utility Field Service

Business Address 6901 Reading SE
Albuquerque, New Mexico 87105

Phone Number (505) 343-1144

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. 27786

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. 002312720110831
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work \$25,448.00
Subcontractor's Name SW Safety Services
Business Address P.O. Box 9227
Albuquerque, New Mexico 87119

Phone Number (505) 873-0044
E-mail Address _____
Federal Identification No. (FEIN #) 85-0457665
New Mexico Contractor's License No. 82265
License Categories GA-05
New Mexico Dept. of Workforce Solutions Registration No. 002405420120305
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

Gordon Mayo

Date: 4/19/17

Duplicate, complete, and submit additional sheets as required.

Total Contracting

RECEIVED
APR 13 2017

CITY OF LAS VEGAS
PUBLIC WORKS DEPARTMENT

3:07 PM
[Signature]

BID

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, the Bidding Documents, and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01 D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demobilization and Closeout	LS	1	\$ 6,000.00	\$ 6,000.00
3	Construction Staking	LS	1	\$ 7,300.00	\$ 7,300.00
4	Traffic Control and Pedestrian Control	LS	1	\$ 26,200.00	\$ 26,200.00
5	2-inch HMA over 6-inch aggregate base course and 12-inch subgrade prep for bicycle path pavement replacement including removal and disposal of existing pavement	SY	65	\$ 155.00	\$ 10,075.00
6	6" Aggregate base course and 12-inch subgrade prep where gravel driveways are disturbed for trenching and backfilling, including import of material if needed.	SY	215	\$ 38.00	\$ 8,170.00
7	6" PVC Waterline adjacent to Cinder Road including all Bends and Fittings, Restraints, Trenching, Backfill, Compaction, Trazer Wire, Identification Tape, CIP	LF	6200	\$ 23.50	\$ 145,700.00
8	6" gate valve including trench, backfill, compaction, valve box, concrete collar, traizer wire termination, marker post, concrete support, CIP	EA	12	\$ 4,500.00	\$ 54,000.00
9	Fire Hydrant assembly including valves, fittings, connection, concrete, and all other associated appurtenances and incidental work, CIP	EA	6	\$ 7,200.00	\$ 43,200.00
10	1-inch combination air valve station on 6-inch waterline, including manhole and all materials and appurtenances, CIP	EA	3	\$ 10,500.00	\$ 31,500.00
11	Provide connection to existing 6" water line including MJ x MJ restrained solid sleeve coupling, and all other materials, CIP	EA	5	\$ 3,800.00	\$ 19,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	24" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	4	\$ 2,400.00	\$ 9,600.00
13	12" CMP culvert crossing requiring culvert section removal and replacement, culvert band couplers, trench, backfill, flowable fill as necessary, CIP	EA	1	\$ 2,200.00	\$ 2,200.00
14	Directional drill 205 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road and Gallinas River including pits, connections to new water line, fusing, backfill, 205 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 28,000.00	\$ 28,000.00
15	Directional drill 120 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to new water line, fusing, backfill, 120 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 19,000.00	\$ 19,000.00
16	Directional drill 45 foot section of 6 inch fusible PVC DR-14 waterline under El Camino Road including pits, connections to existing water line, fusing, backfill, 45 feet of DR-14 PVC pipe and all incidental work, CIP	LS	1	\$ 13,600.00	\$ 13,600.00
17	Provide Connection to existing 16" ductile iron water line utilizing a hot tap including tapping sleeves, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 5,300.00	\$ 5,300.00
18	Provide Connection to existing 8" cast iron water line utilizing a hot tap including tapping sleeve, FLxMJ valve, flange dielectric insulating gasket kit, marker post, concrete thrust block, and all other materials, CIP	LS	1	\$ 5,200.00	\$ 5,200.00
19	Pressure Reducing Valve Station including earthwork, concrete structure, buried and exposed piping, fittings, valves, valve boxes, all site work, all appurtenances, incidental work, CIP	LS	1	\$ 32,000.00	\$ 32,000.00
20	Clearing and Grubbing 0.9 Acre of Vegetation Including Disposal and Reclamation Seeding	LS	1	\$ 7,700.00	\$ 7,700.00
21	Remove and Replace concrete curb and gutter section including disposal, subgrade prep, base course, and all other associated incidental work, CIP	LS	15	\$ 600.00	\$ 9,000.00
22	Laboratory Testing Allowance	ALLOW	1	\$ 7,500.00	\$ 7,500.00

ADDITIVE ALTERNATES					
Additive Alternate A					
23	Provide and Install a 16-inch insertion valve on an existing ductile iron pipe, including all materials and fittings, CIP	LS	1	\$ 51,000.00	\$ 51,000.00

Subtotal: Base Bid Items #1 Through #22 \$ 531,145.00

Subtotal: Base Bid Items #1 Through #22
Plus Additive Alternative #23 \$ 582,145.00

Gross Receipts Tax @ 8.3958% \$ 48,875.73

TOTAL BID AMOUNT \$ 631,020.73

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 This contract will be awarded on the basis of the lowest responsive Total Bid Amount (includes Base Bid and Additive Alternative) received from a responsible bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.
- 5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-10 for Resident Veterans Preference Certification form).
- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
 2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
 3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.

4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.nm.gov/starns-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 10 (if seeking preference);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Total Contracting Services, Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): GB

By: Will. Rivera
(Signature -- attach evidence of authority to sign)

Name (typed or printed): William Rivera

Title: President
(CORPORATE SEAL)

Attest: [Signature]



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. Box 72395

Albuquerque, NM 87195

Phone No. 505-321-3881 Fax No. N/A

E-mail wrivera@tcsi.us

SUBMITTED on April 19, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 86999

License Classifications GB98, GF09, MM01

New Mexico Department of Workforce Solutions Registration Number 03018120140115

Federal Identification Number (FEIN #) 94-3429942

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-10.

Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A
(Signature of Business Representative)*

N/A
(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 19, 2017, at 3:00 p.m. at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for May, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 94-3429942

SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-481671-00-4

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Total Contracting Services, Inc.

AUTHORIZED AGENT: William Rivera

ADDRESS: P.O. Box 72395 Albuquerque, NM 87195

TELEPHONE NUMBER: (505) 321-3881

FAX NUMBER: () N/A

DELIVERY: N/A

STATE PURCHASING RESIDENT CERTIFICATION NO: L1888845264

NEW MEXICO CONTRACTORS LICENSE NO. 86999

BID ITEM(S): All per bid form

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Bernalillo }

I, William Rivera of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

William Rivera
Signature

Subscribed and sworn to before me, this 19 day of April, 2017

(SEAL)

W Nicole
Notary Public Signature
My Commission Expires: 1-4-2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.

William Rivera
Signature

4/19/17
Date

William Rivera
Title (Position)

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category HORIZONTAL DEPARTMENTAL PAPER SERVICE EXTENSION
Estimated Value of Work \$18,500.00
Subcontractor's Name LUJAN'S COMMUNICATIONS, INC.
Business Address 3632 STATE HWY. 47
PERALTA, NM 87042
Phone Number 505-849-6056
E-mail Address N/A
Federal Identification No. (FEIN #) 85-046-3461
New Mexico Contractor's License No. 83910
License Categories ES07, 6F09
New Mexico Dept. of Workforce Solutions Registration No. 002418620120330
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

Willis J

Date: 4-19-17

Duplicate, complete, and submit additional sheets as required.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Total Contracting Services, Inc
1724 Atrisco SW
Albuquerque, New Mexico 87195

SURETY (Name and Address of Principal Place of Business): Granite RE, Inc.
14001 Quailbrook Drive
Oklahoma City, Oklahoma 73134

OWNER (Name and Address):
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date: April 19, 2017

Description (Project Name and Include Location): Cinder Road Water Improvements, Various Locations,
Las Vegas, New Mexico

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum Five Percent of Amount Bid (5%) \$ (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Total Contracting Services, Inc (Seal)
Bidder's Name and Corporate Seal

SURETY

Granite RE, Inc. (Seal)
Surety's Name and Corporate Seal

By: William Rivera
Signature

By: Shawn Gustafson
Signature (Attach Power of Attorney)

William Rivera
Print Name

Shawn Gustafson
Print Name

President
Title

Attorney-in-Fact
Title

Attest: Shawn Gustafson
Signature

Attest: Valerie D. Meems
Signature

ESTIMATOR
Title

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGENT'S AFFIDAVIT

Supplements to Bond Forms
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Shawn Gustafson

being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite RE, Inc.

14001 Quailbrook Drive

Oklahoma City, Oklahoma 73134

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of Cinder Road Water Improvements, Various locations, Las Vegas, New Mexico

dated the 19th day of April, 2017 executed by:

Total Contracting Services, Inc.

contractor, as principal and

Granite RE, Inc.

as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.



Agent, Shawn Gustafson, Attorney-In-Fact

Subscribed and sworn to before me this 19th day of April, 2017



Notary Public

My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.
1691 Hickory Loop, Suite B
Las Cruces, New Mexico 88005
Telephone Number (575) 524-2222

AUTHORIZATION FOR CORPORATE OFFICERS AND DIRECTORS OF TOTAL CONTRACING SERVICES INC.

The Board of Directors authorized the following Corporate Officers to transact business for the company and to enter into legal binding contracts. This is effective beginning October 21, 2015.

President

William Rivera

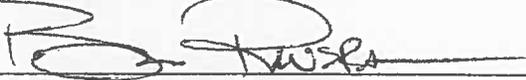
Vice President

Bernice Rivera

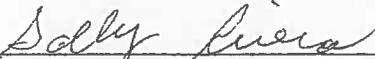
DIRECTORS AND OFFICERS



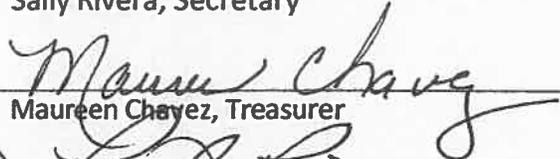
William Rivera, President



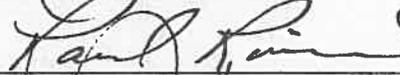
Bernice Rivera, Vice President



Sally Rivera, Secretary



Maureen Chavez, Treasurer



Paul Rivera, Director



Yvonne Martinez, Director



Brandon Rivera, Director

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

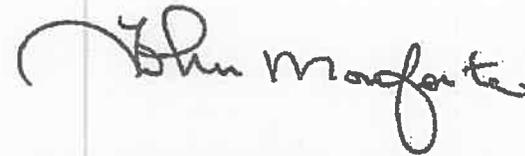
Issued to: **TOTAL CONTRACTING SERVICES, INC**

DBA: TOTAL CONTRACTING SERVICES, INC
PO BOX 72395
ALBUQUERQUE, NM 87195-2395

Expires: **03-Mar-2020**

Certificate Number:

L0599939376



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Certificate of Public Works Registration

Total Contracting Services

1724 Atrisco SW

Albuquerque, NM 87105

Registration Date: 12/21/2015

Registration Expiration: 1/6/2020

Registration Number: 03018120140115

This certificate does not show the current status for the company.

To see the current status for this company please go to the NMDWS Public Works Website at

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/03/17

DEPT: Public Works

MEETING DATE: 05/10/17

DISCUSSION ITEM/TOPIC: Professional Consulting Services to include Grants Consulting, Planning, Design and Engineering Services, for the City of Las Vegas Public Works Department.

BACKGROUND/RATIONALE: Request for proposals were recently solicited for Professional Engineering Services for the City's Public Works Department. Five proposals were received for this service and the three best qualified to perform this service based on the design criteria, are WH Pacific, Molzen Corbin and Occam Engineering Consultants.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR
RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

MEMORANDUM

TO: Mayor and Council
FROM: 
Veronica Gentry, Public Works Director
THRU: _____
Richard Trujillo, City Manager
DATE: May 3, 2017
RE: Status of Selection Process for the City of Las Vegas Public Works Department Professional Consulting Services RFP.

The City of Las Vegas Selection Committee has completed the selection process for professional engineering services to include planning, design, and grant services for the Public Works Department.

It was our objective to select the most qualified firm to perform this service. The result of the Selection Committee's review ranks WH Pacific, Molzen Corbin and Occam Engineering Consultants as the firms best qualified to meet our needs; as detailed in the request for proposals.

A total of five firms submitted a response to our request for proposals. Of the five firms submitting a proposal, all were ranked accordingly. The outcome of this process determined that that WH Pacific, Molzen Corbin and Occam Engineering Consultants, met the designated criteria as outlined in our RFP. The selection committee was comprised of Daniel Gurule, Project Manager, Robert Archuleta, City Planner and myself.

At this time, staff is requesting that Mayor and Council approve the engineering firms of WH Pacific, Molzen Corbin and Occam Engineering Consultants as the three firms best qualified to perform the designated services, and authorize contract negotiations.

Should you have any questions regarding this issue prior to the scheduled meeting, please do not hesitate to contact this office.

VG/RM

XC: Richard Trujillo, City Manager
Ann Marie Gallegos, Finance Director
Selection Committee Members
Public Works Engineering File



WHP



April 12, 2017

Ms. Cassandra Fresquez, City Clerk
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

RE: RFP for Professional Engineering Consulting Services, Opening No. 2017-23

Dear Ms. Fresquez and Members of the Selection Committee,

WHPacific, Inc. (WHPacific) is very pleased to submit this proposal for on-call engineering services. We have assembled a strong team that is committed to providing high quality engineering and excellent customer service to the City of Las Vegas. WHPacific greatly values our relationship with the City and the confidence we have been entrusted with as your on-call airport engineering consultant since 2000. We are eager to bring our extensive technical expertise in public works engineering to use by the City for advancing the public works program for the benefit of the citizens of Las Vegas. Please consider the following in making your selection:

- WHPacific has a proven track record of providing exceptional on-call engineering services for the City of Las Vegas and many other communities across New Mexico.
- We are a multi-discipline engineering and architecture firm with the depth of resources and technical expertise needed to complete public works projects of any type.
- WHPacific is extremely successful in helping communities obtain grant funding for public works projects. We have succeeded in obtaining over \$20M in funding for our clients through a range of state and federal aid programs.
- WHPacific will dedicate our A-Team to the City of Las Vegas. Our project manager, and key discipline leads are our most respected, highly experienced, and consistently successful staff.

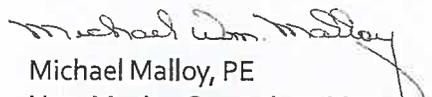
Hal Byrd will serve as our Project Manager and will be your primary point of contact for this proposal. Should you have any questions or need further information, his contact information is below. Mike Malloy will serve as Principal-In-Charge and is authorized to offer WHPacific proposal and to contractually obligate the firm.

WHPacific is committed to exceeding your expectations for this contract and we look forward to working with you.

Sincerely,
WHPacific, Inc.



Hal Byrd
Director, Transportation
Direct: 505.348.5182
Fax: 505.242.4845
Email: HByrd@whpacific.com



Michael Malloy, PE
New Mexico Operations Manager
Direct: 505.348.5254
Fax: 505.242.4845
Email: MMalloy@whpacific.com

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Introduction

WHPacific is a full service multi-discipline engineering and architecture firm with 300 employees in nine offices throughout the western United States. From our office in Albuquerque we provide public and private clients with services in the areas of Transportation, Water Resources, Facilities (Architecture and Building Engineering), Land Development, Surveying, and Construction Management and Inspection. With roots in New Mexico going back to 1944, WHPacific has provided high quality engineering services to the City of Las Vegas and other communities across the state for many years. Our work has helped the City deliver important public works projects that provide lasting benefit to the citizens of Las Vegas. Projects such as the Gallinas Diversion, which will supply drinking water for the City for generations to come, and the Abe Montoya Recreation Center Renovation, which is enhancing opportunities for healthy lifestyle choices, are among the many successful projects in Las Vegas that WHPacific is proud to be part of.

The work involved in this Public Works Professional Engineering Consulting Services RFP will bring new challenges to overcome and opportunities to innovate and find creative solutions that add value and further improve the quality of life for the citizens of Las Vegas. WHPacific is eager to meet these challenges and provide exceptional services for the Public Works Department and City of Las Vegas.

1. Specialized Planning, Design, & Technical Competence

WHPacific has assembled a team with proven expertise in all of the technical areas needed to accomplish planning and engineering for public works projects. Our Team has extensive experience performing engineering services under on-call contracts for Cities and Counties in New Mexico, including the City of Las Vegas, where we have been the City's on-call airport engineer since 2000. The

specialized skills and competencies our Team offers the City include:

- Grantsmanship
- Land and transportation planning
- Environmental and NEPA documentation
- Public involvement and community outreach
- Roadway engineering
- Pedestrian and bikeways design
- Drainage engineering and stormwater management
- Structural and bridge engineering
- Traffic analysis and signal design
- Geotechnical engineering
- Mechanical engineering
- Electrical engineering
- Surveying and mapping
- Subsurface utility engineering
- Landscape architecture

Offeror's Key Personnel Experience

WHPacific's key staff are all seasoned professionals with a history of success providing on-call engineering services. **Hal Byrd**, our **Project Manager** has over 25 years' experience in transportation and public works engineering including planning, design, and construction management for roadway and related drainage and utility infrastructure systems. Hal is very familiar with NMDOT requirements for local government projects and understands the critical timing and certification processes necessary to comply with state and federal funding requirements. **Gil Gallegos**, our **Grant Specialist**, has over 34 years' experience with federal and state funding programs. Gil was the former Program Director and State Engineer for USDA Rural Development Program in New Mexico and has in-depth knowledge of the various funding program application and project development requirements. **Mike Malloy**, PE, our **Principal-In-Charge** has 45 years' experience in municipal and public works engineering and is a recognized leader in the New Mexico engineering

community. Mike has served as Principal on numerous public works projects in the Las Vegas area and has extensive knowledge of local, state, and federal policies related to public works projects. **Barry Roth, PE**, our **Quality Assurance and Quality Control Manager** has over 30 years' experience in public works engineering. Barry's experience includes extensive involvement in construction engineering, management, and inspection of public works projects. His construction engineering experience is highly valuable as a quality reviewer. He is able to identify potential issues in plans and documents so they can be corrected or adjusted before they go out for construction.

Competence in the Area of Grantsmanship

WHPacific has aided many clients in obtaining funding using numerous vehicles, such as NMDOT Local Government Road Fund Municipal Arterial Program (MAP), USDHUD Community Development Block Grants (CDBG), USDA Rural Utility Services (RUS), New Mexico Finance Authority (NMFA), and others. Our Team can help identify appropriate funding sources, plan and prioritize projects, estimate costs and schedules, and complete the grant applications. We understand the funding cycles and deadlines of the various agencies and can help the City plan ahead to be prepared when the agencies are receiving applications. Meeting the application deadlines is of critical importance, a missed deadline can result in missing out on available dollars and a project delay of up to a year while waiting on the next funding cycle. Our competence and expertise in the area of Grantsmanship is illustrated below by the number and amount of grants we have helped obtain for the clients we serve.

We regularly attend MAP, CDBG, NMFA, and WTB trainings and have developed important relationships with these and other grant agencies.

PROJECT	LGRF MAP	CDBG	RUS	NMFA
Vill. of Tularosa Granado St.	■			
City of Grants 2nd Street	■			
Acoma Water System Imprv.			■	
Acoma Sewer System Imprv.			■	
Quemado Water System Imprv.			■	■
Quemado Sewer System Imprv.			■	
Tularosa Water System Imprv.		■	■	
Tularosa Sewer System Imprv.		■	■	
Winterhaven Water Imprv.			■	
Winterhaven Sewer Imprv.			■	
Mesquite Water System Imprv.			■	
Mesquite System Imprv.			■	
La Luz Water System Imprv.		■	■	■
El Rito Water System Imprv.				■
Canones Water System Imprv.				■
Pecan Park Water System			■	■
Capitan Sewer System Imprv.				■
Questa Water System Imprv.		■	■	■
Questa Sewer System Imprv.				■
Chama Wastewater Imprv.				■
Wagon Mound Water Imprv.		■		
Maxwell Water System Imprv.		■		■
TOTAL (\$k)	\$938	\$2,290	\$17,902	\$2,745

Identify Funding that Offeror and Its Personnel Have Obtained

WHPacific's staff has obtained more than \$20M in grant funding for numerous clients and projects throughout New Mexico. The table above lists many of the clients and projects that our staff has been successful in obtaining grant funding for.

View Points on Availability of Grant Funds for Public Works Projects

There are many potential funding avenues that can be utilized for the City's public works projects. However, the federal government has routinely reduced the grant monies available through the FHWA, HUD-CDBG, USDA-RUS, USEPA and USEDA programs because of budget cuts and the increasing national security needs. State budgets are also stretched and funding has been decreased through the NMFA, NMED, Rural Infrastructure Program (RIP), and NMDOT.

WHPacific can advise on the City on the most likely successful options for grant funding based on a given project or program of projects. The table below identifies the various funding agencies and grant programs available in New Mexico. WHPacific has successfully obtained funding through all of these programs in the past and can help the City target specific programs for their projects.

New Mexico Department of Transportation

Funding Program	Eligible Projects	Financing	Application Period
<ul style="list-style-type: none"> Local Government Road Fund Surface Transportation (STP) Cooperative Program (Coop) Municipal Arterial Program (MAP) Transportation Alternatives (TAP) Recreational Trails Program (RTP) 	<ul style="list-style-type: none"> Road infrastructure Road infrastructure Road infrastructure Sidewalks/Trails/ADA Paved Trails/Equestrian Trails 	All Programs: 75% Grant/25% Match (Waiver available)	<ul style="list-style-type: none"> STP - October Coop - March 15th MAP - March 15th TAP - March 15th RTP - March 15th

New Mexico Finance Authority (NMFA) Programs

Funding Program	Eligible Projects	Financing	Application Period
Public Project Revolving Fund	<ul style="list-style-type: none"> Infrastructure Improvements Fire/Law Enforcement Equipment Public Buildings 	<ul style="list-style-type: none"> Loan only - 3% Interest Infrastructure - \$200,000 Maximum Equipment - \$75,000 Maximum 	No Deadline
Water Trust Board	<ul style="list-style-type: none"> Water Conservation/Flood Prevention Endangered Species Act (ESA) Projects Watershed Restoration and Management Projects 	<ul style="list-style-type: none"> Grant + Local Match 	December Yearly

New Mexico Legislature Programs

Funding Program	Eligible Projects	Financing	Application Period
Capital Outlay	<ul style="list-style-type: none"> Road Infrastructure Water/Wastewater/Drainage Solid Waste Essential Community Facilities 	<ul style="list-style-type: none"> Grant - No Maximum 	January Yearly

New Mexico Department of Finance and Administration Programs

Funding Program	Eligible Projects	Financing	Application Period
Local Government Community Development Block Grant	<ul style="list-style-type: none"> Water/Wastewater/Drainage/Solid Waste Planning Reports Essential Community Facilities 	<ul style="list-style-type: none"> Grant - \$700,000 Maximum 	December Yearly

Experience in Grantsmanship

WHPacific has extensive grantsmanship experience encompassing grant writing and all aspects of developing funding strategies for public works projects. WHPacific understands that the City's public works needs often exceed the funding the City has available. To close the gap, the City must seek funding assistance through various state and federal programs.

WHPacific's most recent experience in grantsmanship includes:

1. Preparation of a MAP funding application for the City of Grants for improvements to 2nd Street. This application was approved for funding in the amount of \$493,925.
2. Preparation of a MAP funding application for the Village of Tularosa for improvements to Granado Street. This application was approved for funding in the amount of \$497,589.
3. Preparation of a MAP funding application for the City of Las Vegas for Mountainview Drive improvements. This application is currently pending action by NMDOT.
4. Preparation of a LGRF funding application for the City of Las Vegas for West National Avenue. This application is currently pending action by NMDOT.

WHPacific's demonstrated success in grantsmanship proves that we have the experience and know-how to help the City identify and obtain the funding it needs to advance the public works program.

Experience in Design and Preparation of Bid Documents and Construction Observation

The WHPacific Team has extensive experience gained over many years of developing design and construction bid documents for public works projects. We have completed numerous projects for the City of Las Vegas as well as other communities throughout New Mexico. Our Team is extremely familiar with NMDOT and FHWA requirements and has successfully completed design and construction of state and federally funded local government projects.

WHPacific fully understands the planning and design process. We have completed Design Analysis Reports, Alternatives Analysis Studies, and Scoping Reports that identify the purpose and need and preferred alternative for numerous public works projects. Our Team has performed environmental investigations and

documentation for NEPA compliance and conducted public involvement outreach and meetings to comply with state and federal requirements.

Our Team has in-depth expertise in the preparation of construction plans and documents. We understand the NMDOT project development process including the plan submittal stages from preliminary design through production plans, cost estimating, and project certification requirements.

WHPacific's Team also has extensive experience in the bidding and construction management of public works projects. We have performed complete construction management on public works projects for many municipal clients, including state and federally funded projects. We understand the scheduling, inspection, review, and reporting practices needed to comply with state and federal procurement guidelines and ensure reimbursement to the City.

Knowledge of State and Federal Statutes and Regulations

WHPacific is very familiar and knowledgeable of the laws and regulations governing public works planning, engineering and construction. Key regulations include:

- New Mexico Engineering and Surveying Practices Act
- New Mexico Office of the State Engineer (OSE) Regulations
- New Mexico Environment Department Regulations
- New Mexico Night Sky Protection Act
- National Environmental Policy Act (NEPA)
- Clean Water Act (CWA)
- US Army Corps of Engineers Permitting Regulations
- Endangered Species Act
- Americans with Disabilities Act (ADA)
- Occupational Safety & Health Administration (OSHA) Regulations

Specific Examples of Related On-call Projects in Other Communities

WHPacific currently holds on-call engineering contracts for a number of communities in New Mexico. Our work under these and many past on-call contracts is directly relevant to this RFP and the work that will be performed in the City of Las Vegas. Specific examples of current on-call engineering work we are performing in other communities include the following.

Granado Street Revitalization Project, Village of Tularosa On-Call Engineering Services:

This project involves improvements to a three block segment of historic Granado Street in the downtown core of the Village. WHPacific began by assisting the Village in acquiring grant funding for design and construction. Our Team collected existing conditions information including traffic volumes and characteristics, geotechnical and pavement conditions, and performed drainage runoff analysis to identify deficiencies. With this information we prepared a MAP funding application for the Village to submit to NMDOT for funding. As a result, the Village was awarded \$497,589 in State MAP funding for the project and engaged WHPacific to complete design and construction documents. We are currently in the final design stage of the project.

Legacy Trail, City of Grants On-Call Engineering:

For this project WHPacific designed 0.6 miles of paved multi-use recreational trail along the Rio San Jose. Our work involved planning and design services including alignment alternatives analysis, environmental investigations and NEPA documentation, public involvement, surveying and right-of-way mapping, preliminary and final design, and construction bid document preparation. The project is federally funded with funds administered by NMDOT. All work and deliverables were developed to comply with NMDOT requirements and plans and documents were submitted and processed through NMDOT review for approval.

Los Cordovas Road Improvements, Taos County On-Call Engineering and Architectural Services:

This project involves improving a 1.7 mile segment of Los Cordovas Road. The existing roadway was a narrow, unpaved roadway with extensive drainage problems at several intersections. WHPacific developed a design that included new roadway pavement, resolved the drainage issues, and provided a wider roadway where feasible. All work is being done within the existing right-of-way to avoid land impacts and acquisition costs.

US 54 ADA Curb Ramp Reconstruction, Village of Tularosa, NMDOT On-Call Engineering:

This project involved the reconstruction of ADA curb ramps at seven intersections along US 54 (St. Francis Drive) through the heart of the Village of Tularosa. The NMDOT has recently installed new curb ramps that were intended to comply with ADA and PROWAG, but were found to have significant non-compliances and had to be redesigned and reconstructed. WHPacific was tasked with determining all of the non-compliances and developing a design to achieve ADA and PROWAG compliance at the seven intersections. WHPacific performed a survey to accurately determine slopes and connections points and available right-of-way. Upon development of the reconstruction design, it was determined that additional right-of-way would be needed to meet all ADA and PROWAG requirements. WHPacific is currently 95% complete with design and is finalizing right-of-way maps to accommodate the improvements.

2nd Street Improvements MAP Funding Application, City of Grants On-Call Engineering:

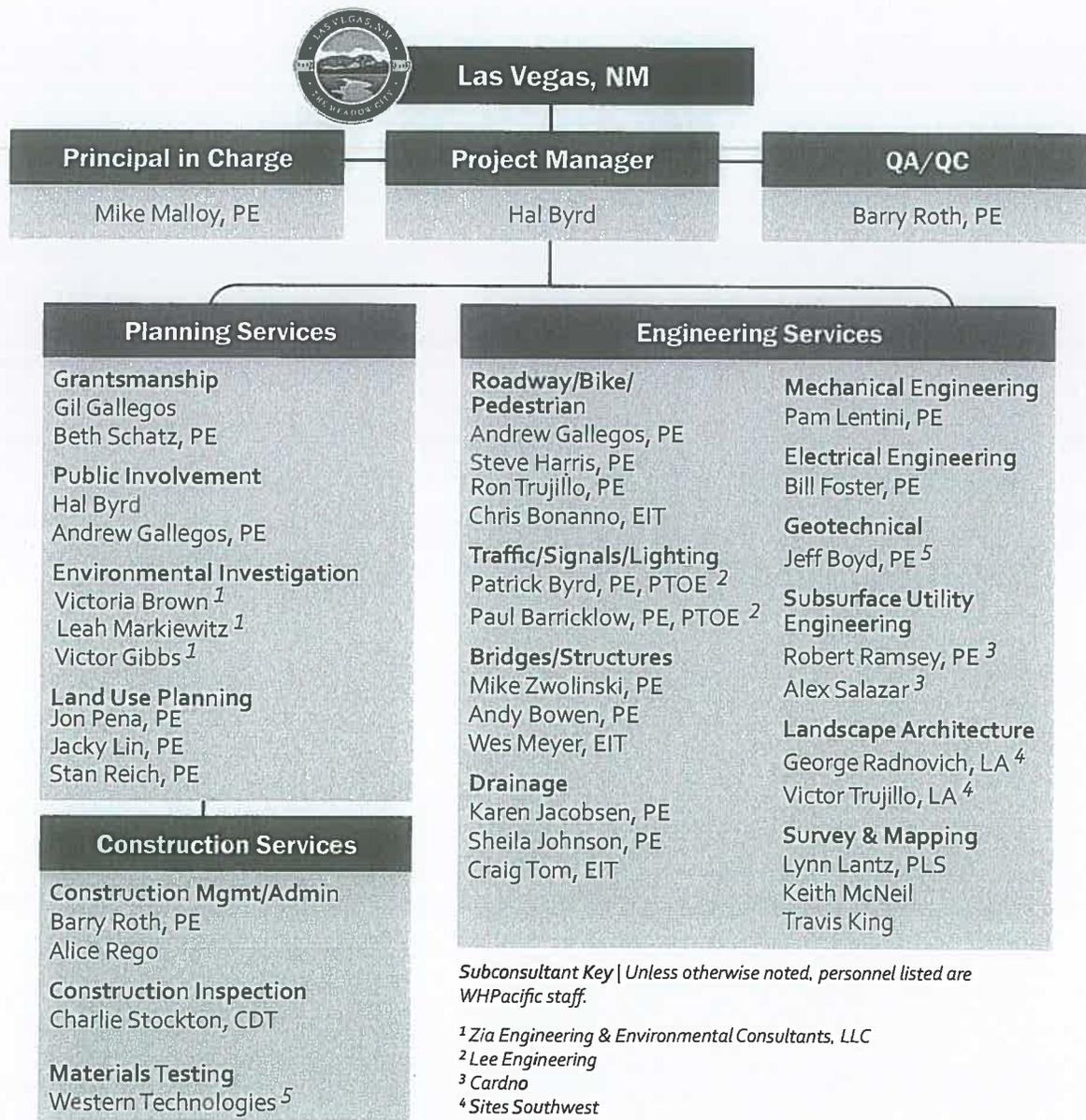
The City of Grants tasked WHPacific with preparing a MAP grant funding application for design and construction of improvements to 2nd Street from the Rio San Jose to Roosevelt Boulevard. WHPacific collected the necessary existing conditions information and advised the City on the Council Resolution required for the application. We then prepared the grant funding application and delivered it to the City for submittal to NMDOT. The application was accepted and NMDOT awarded the City \$439,925 for the design and construction efforts. Preliminary design of the planned improvements is scheduled to begin in spring 2017 with construction planned for 2018.

In addition to the specific projects and communities identified above, WHPacific is currently under contract for on-call engineering services to the other communities and institutions listed below.

- City of Aztec, NM
- City of Las Vegas, NM (Airport Engineering)
- City of Tucumcari, NM
- Jicarilla Apache Nation, Dulce, NM
- Kirtland Air Force Base, Albuquerque, NM
- New Mexico Highlands University, Las Vegas, NM

2. Capacity and Capability

The WHPacific Team has extensive experience with on-call engineering work. We understand that on-call tasks are often very time sensitive and are dedicated to meeting the City's need for rapid response and timely service on this contract. Our Team's on-call experience, depth of resources, and full range of technical expertise brings the capacity and capability to complete any task the City will have under this contract. Moreover, we are poised to assist City staff in prioritizing public works needs and acquiring funding to meet those needs through communication and presentation to the various funding agencies, committees, City Council, business stakeholders, and the public. The WHPacific Team is built to provide maximum flexibility to the City. The appropriate team members that are best suited to accomplish a given task can be mobilized quickly and efficiently to meet technical and schedule objectives. The Organization Chart and the Chart of Key Team Members' specialized skill provides details of our technical competence, experience, education and New Mexico licensing.



Key Project Personnel	Qualifications	Relevant Experience
<p>Hal Byrd <i>Project Manager</i></p> <p>Education: Attended Southern Illinois University, Carbondale, IL</p>	<p>Hal has more than 25 years of experience in transportation planning, design, and construction management. He has successfully managed on-call contracts with task order work involving concurrent multi-discipline assignments. Hal has also managed stand-alone projects ranging in scale from less than \$5000 to over \$6M in engineering fees.</p>	<ul style="list-style-type: none"> • Statewide On-Call General Engineering Services, NMDOT • On-Call Engineering Services, City of Grants • On-Call Engineering Services, Village of Tularosa • On-Call Engineering Services, Cibola County • On-Call Engineering and Architectural Services, Taos County • NM 68 Roadway Reconstruction, NMDOT • I-25 Business Loop (T or C, NM), NMDOT
<p>Mike Malloy, PE <i>Principal in Charge</i></p> <p>Registration: PE, NM #10378</p> <p>Education: BS, Civil Engineering, Michigan Technological University</p>	<p>45 years of experience in the transportation engineering industry, including numerous leadership roles on major projects and in professional associations. Mike serves as the New Mexico Operations Manager responsible for contract administration, staff resources, execution of projects, and implementation of company policies including quality control and ethical performance standards.</p>	<ul style="list-style-type: none"> • On-call Engineering Services and Grantsmanship, City of Grants, NM • Statewide On-Call General Engineering Services, NMDOT • On-call Engineering, Taos County, NM • Statewide On-call Bridge Design Services NMDOT • I-25 Business Loop, Truth or Consequences, NM, NMDOT
<p>Gil Gallegos <i>Grantsmanship</i></p> <p>Education: BS, Civil Engineering, New Mexico State University</p>	<p>32 years of experience as former Program Director and State Engineer with the USDA Rural Development in AZ, CO, and NM. Gil's experience includes advising and assisting numerous communities throughout New Mexico obtain grant funding through various programs to upgrade existing, or build new infrastructure for roadways, trails, water supply systems, and wastewater treatment systems.</p>	<p>New Mexico Department of Transportation</p> <ul style="list-style-type: none"> • Cooperative Program (COOP) • Highway Safety Improvements Program • Enhancement Funds • GRIP 2 • Municipal Arterial Program (MAP) <p>Federal Grant Programs</p> <ul style="list-style-type: none"> • Federal Highway Administration • U.S. Army Corps of Engineers • Community Development Block Grant • USDA Rural Development
<p>Beth Schatz, PE <i>Grantsmanship</i></p> <p>Registration: PE: NM #22188</p> <p>Education: BS, Civil Engineering, Louisiana Tech University</p>	<p>30 years of project management and technical experience in highway, railroad and airport design, and water and wastewater design. Beth has extensive experience on major road widening improvements, extension of interstates, extension and strengthening of runways for several regional airports. She is currently the project manager for the Las Vegas Municipal Airport.</p>	<ul style="list-style-type: none"> • Runway 14-32 & 2-20 Paving, Las Vegas Airport, Las Vegas, NM • Snow Removal Equipment, Las Vegas Airport, Las Vegas, NM • New Zuni Airport, Zuni, NM • Terminal Parking Lot Reconstruction, Tucumcari Municipal Airport, Tucumcari, NM • Terminal Apron Reconstruction, Aztec Municipal Airport, Aztec, NM
<p>Andrew Gallegos, PE <i>Roadway/Bike/ Pedestrian Design</i></p> <p>Registration: PE: NM #13692</p> <p>Education: BS, Civil Engineering, NM State University</p>	<p>12 years of experience as a roadway and transportation engineer. His experience includes rural and urban roadway design and modeling, intersection and roundabout design, cost estimating, preparation of specifications and bid documents, and construction phase engineering services.</p>	<ul style="list-style-type: none"> • Grand Avenue Improvements, Las Vegas NM, NMDOT • On-Call Engineering Services, City of Grants • On-Call Engineering Services, Cibola County • I-25 Business Loop, Truth or Consequences, NM, NMDOT • NM 45 Roadway Rehabilitation Eduardo Rd to Tower Rd, NMDOT • NM 6 Roadway Rehabilitation and ADA Ramp

3. Past Record of Performance

WHPacific's record of performing and delivering work on On-Call Engineering contracts is extensive and highly successful. The projects described below are representative of work we have recently completed or are currently engaged in relevant to this RFP, and illustrate the depth and breadth of our capabilities. Our clients on these and all our projects will attest to the engineering excellence and attention to detail and customer service we provide.



NMDOT Las Vegas Grand Avenue Improvements

Client Reference: Chris Urioste, PDE, (505) 454-3662, chris.urioste@state.nm.us

WHPacific is providing planning and design services to NMDOT for approximately 2 miles of Grand Avenue in Las Vegas from I-25 to Tilden Street. The planning phase of our work involved completing a Phase A/B Location Study which included evaluation of the existing conditions and design alternatives. The Phase I-A/B Study Report was completed in August 2016. For the design phase, our work includes field survey and ROW determination, aerial photography, drainage evaluation, roadway and pedestrian design, landscaping aesthetics design, bridge rehabilitation design (Gallinas River Bridge), and preparation of construction plans. Design was initiated in the fall of 2016 and is currently 90% complete with final plans scheduled for delivery in May 2017. To accomplish this work WHPacific has worked closely with the City Utility and Public Works Departments, as well as coordinating with the City Manager and City Council on the planned improvements.



City of Las Vegas Gallinas Diversion Structure

Client Reference: Maria Gilvarry, City of Las Vegas, (505) 426-3314, gilvarrym@ci.las-vegas.nm.us

This project rehabilitated the Gallinas River diversion structure in Las Vegas. The objectives of the project were to provide a dependable diversion from the Gallinas River for the City of Las Vegas drinking water supply, reduce O&M costs, and provide better O&M capability for the city's staff. WHPacific designed a new reinforced concrete buttress adjacent to the original diversion. The new structure supports the original diversion so that the older structure remains intact for historical purposes. Other major aspects of our design included:

- Environmental mitigation and attainment of a US Army Corps of Engineers (USACE) 404 Permit
- Provided remote monitoring & control of the diversion valve system
- Established improved access to the site for City staff

Design of the Gallinas Diversion was completed in 2010 and construction of the project was completed in 2011.

City of Grants On-Call General Engineering Services

Client Reference: Paul Pena, Special Projects, (505) 285-3981, ppena0613@gmail.com

WHPacific was awarded this contract by the City of Grants in 2014. Since then we have undertaken a number of assignments including grant funding applications, studies and feasibility assessments, and design and construction administration projects. Our work under this contract demonstrates our ability to perform a wide range of services similar to those needed by the City of Las Vegas.

MAP Funding Application for 2nd Street Improvements, Rio San Jose to Roosevelt Boulevard

WHPacific was tasked with preparing a MAP Funding application for improvements to 2nd Street from Rio San Jose to Roosevelt Blvd. The application was submitted to



Legacy Trail Plans (NMDOT Format)

NMDOT in 2016 and resulted in an award of \$550K in funding to the City for design and construction of the roadway improvements. Preliminary Design of this project is scheduled to begin in the spring of 2017 with construction in the spring of 2018.

Legacy Trail Project

This project is a new multi-use recreational trail along the Rio San Jose from the Riverwalk Park to Anderman Street. WHPacific was tasked with evaluating design alternatives, preliminary and final design, and preparing construction plans and right-of-way maps for the project. Due to federal funding, NMDOT's local government procedures were followed. The project design was completed in September 2016 and construction is anticipated to begin in spring 2017.



Drainage Study Map

Washington/Jefferson Drainage Study

WHPacific was tasked with performing a study to evaluate drainage problems on Washington and Jefferson Avenues between Smith and Sage Streets. The area was experiencing flooding and the City needed to identify the causes and potential solutions. WHPacific evaluated the drainage basins contributing to the area, assessed adequacy of the existing drainage infrastructure, and identified the deficiencies and options for improvement. The study was performed in 2015 and included recommendations and associated costs for interim and longer term measures to mitigate the flooding

Sakelares Boulevard Pavement Evaluation

This project involved the evaluation and recommendations for interim improvements to a badly deteriorating section Sakelares Blvd. The City tasked WHPacific to evaluate the deteriorating roadway and determine the most economical pavement method of repairing the roadway until it can be fully reconstructed at a later date. WHPacific identified several alternatives for repairs and worked with Public Works to select a preferred method. The surfacing treatments were recommended to City Council, the project was advertised for bids, and a construction contract was awarded. Initial repairs were completed in 2016 with final overlay and striping to be complete in 2017.



Deteriorated Pavement on Sakelares Blvd.

Taos County On-Call Engineering and Architectural Services

WHPacific has been providing on-call engineering and architectural services for Taos County since 2015. The projects described below are examples of the assignments we have received under this contract which are relevant to the type of services required by the City of Las Vegas.

Los Cordovas Road Bridge Rehabilitation

Client Reference: Brent Jaramillo, Deputy County Manager, (575)737-6304, brentj@taoscounty.org

This project involves the rehabilitation design for a distressed bridge on Los Cordovas Road over the Rio Grande Del Rancho in Taos County. The bridge deck and railing are in poor condition and excessive deflection of the deck is occurring. The bridge rehabilitation involves replacement of the deck and approach slabs, new bridge railing, and new approach guardrails. The design is currently underway and anticipated to be complete in July 2017.

National Guard Armory Building Structure Load Rating

Client Reference: Mark Flores, Director, Facilities Management (575)770-4823, mark.flores@taoscounty.org

The County was considering using the National Guard Armory Building for storage and wanted to know what the structural constraints were. To assist in the County's decision, WHPacific was tasked with determining the permissible live load on the

mezzanine floor of the building. To accomplish this we reviewed the as-built plans for the building and analyzed the floor slab, joists, supporting beams, columns, and footings. We then computed a load capacity based on this analysis and provided a letter report to the County. This work was completed in January 2017.

Cibola County On-Call Engineering Services

Client Reference: Tony Boyd, County Manager, (505)285-2581, tboyd@co.cibola.nm.us

Cibola County awarded WHPacific a contract to perform On-Call Engineering Services in 2016. Under this contract we have completed one task and are underway on our second assignment. The project described below is relevant to the type of services needed by the City of Las Vegas Public Works Department.

County Road 18B Bridge Replacement

This project involved the replacement of a bridge over an unnamed sandstone slot canyon on County Road 18B. The existing bridge is a non-engineered structure showing signs of structural instability and potential failure. Because the bridge is the only means of access to a small number of homes and used by school buses, the County needed a solution that could be quickly implemented with minimal disruption to traffic. WHPacific evaluated various pre-fabricated bridge options that could be suitable for this situation. WHPacific developed the design for the bridge foundations and abutments.

NMDOT Statewide On-Call General Engineering Services

WHPacific was awarded this contract in 2014 and has performed a number of assignments under it. The projects most relevant to the work required by the City of Las Vegas are described below.

I-25/Rio Bravo Interchange Value Engineering

Client Reference: Antonio Jaramillo, (505) 235-3245, antonio.jaramillo@state.nm.us

WHPacific was tasked with conducting a VE Study for the I-25/Rio Bravo Interchange, a \$51M major investment project. The work involved planning and facilitating a VE workshop, developing VE recommendations for consideration by the design team, and preparing a VE Report documenting the VE study process, recommendations, and final implementation. This task was completed in 2016.

US 54 ADA Curb Ramp Reconstruction

Client Reference: Andreas Linnan, Project Development Engineer, (575) 525-7316, andreas.linnan@state.nm.us

This project is located in Tularosa, NM and includes ADA ramp reconstruction along US 54. The project was tasked to WHPacific after it was determined that recently constructed curb ramps did not meet ADA/PROWAG requirements. WHPacific performed additional survey, ADA ramp design, and prepared ROW Maps in accordance with the NMDOT procedures. This project is scheduled for production in 2017.

City of Albuquerque 98th Street Widening

Client Reference: Melissa Lozoya, Director Department of Municipal Development, (505) 768-3661, mlozoya@cabq.gov

WHPacific completed design of roadway improvements for a 0.75 mile segment of 98th Street in southwest Albuquerque for the City's Department of Municipal Development. The project widened the existing two-lane roadway to a four-lane divided roadway with dedicated bicycle lanes and sidewalks. Pedestrian improvements and accessibility were a key concern of the City due to the presence of a nearby elementary school and transit service in the corridor. The design included construction of new sidewalks, curb ramps, and bus shelters to comply with ADA and PROWAG requirements. Construction of the project was completed in 2016.

Village of Tularosa On-Call Engineering Services

WHPacific received a contract for on-call engineering services from the Village of Tularosa in 2015. Since then we have completed several assignments. The project listed below is particularly relevant to the services needed by the City of Las Vegas.

MAP Funding Application for Granado Street Revitalization Project

Client Reference: Rick Gutierrez, Project Coordinator, (575)585-2080, rick@tularosa.net

WHPacific prepared a MAP funding application for the Village's Granado Street Revitalization Project. The work involved preparing a preliminary schematic project plan, performing drainage analysis, geotechnical investigations and pavement design, obtaining traffic volume counts, and preparation of design and construction cost estimates. As a result of this application, the Village received an award of \$497,589 in State funding for design and construction. WHPacific is currently underway on design and the project is scheduled for construction in 2017/2018.

4. Familiarity with the City of Las Vegas its Roadway and Drainage Systems, and Land Use Regulations

WHPacific has worked in and around Las Vegas on many projects. In the execution of these projects, we have become familiar with the city and developed a respect for the City's cultural, natural, and historic resources. We have developed strong working relationships with city administration and staff members. Our project principal, team leaders, and many of our team members have a thorough and comprehensive knowledge of the city's development process.

WHPacific representatives are routinely in the area with current, active projects in Las Vegas. We have on-going projects with the City of Las Vegas Municipal Airport under an On-Call contract and are completing the Construction Administration for the Abe Montoya Recreation Center project. WHPacific is the engineer of record for the Grand Avenue Improvements, funded by NMDOT. WHPacific has worked on several past projects in the Las Vegas area including:

PROJECT	YEAR
On-Call Engineering for City Las Vegas Public Works Department	2012-2016
On-Call Engineering for Las Vegas Municipal Airport	2000-present
Las Vegas Grand Avenue Improvements*	2015-present
Las Vegas Municipal Airport - Runways 14/32 and 2/20 Porous Friction Course and Pavement Markings	2013-2014
Peterson & Bradner Dam Emergency Action Plan & Operation Manuals	2010
Gallinas Diversion Projects	2010-2011
Raw Water Preliminary Engineering Report (PER)	2010-2011
Las Vegas Protocol Survey	2011
AMR Meter Replacement Project	2013
Water Treatment Building Repairs	2014-2015

* NMDOT funded project

Our firm is well versed with the challenges facing the City of Las Vegas in regards to the City's roadway and drainage systems. Beth Schatz and Gil Gallegos recently toured the City with Public Works staff to discuss the needs for future improvements to the City's streets and drainage. Beth Schatz recently worked

with the Department of Public Works to develop grant funding applications for the improvement of two local streets. Gil Gallegos identified an available funding source to assist the City with updating the current Comprehensive Plan. Our staff regularly accesses the City of Las Vegas ordinances through the online eCode system. WHPacific's work for NMDOT on the Grand Avenue Improvements project has brought a greater understanding of the City's drainage infrastructure.

Another area of concern for the City is land use. Las Vegas has established land regulations to be considered during the design of all Public Works projects. Being the county seat for San Miguel County gives Las Vegas the opportunity to continue economic development and to be the strong City of northeast New Mexico. Continued implementation and refinement of the existing land use regulations along with annexation of adjacent lands, as appropriate, will assist in maintaining the integrity of Las Vegas while growing to suit the modern needs of its residents.

5. Offerors Work To Be Done In Las Vegas, NM

WHPacific will perform work on this contract in Las Vegas and in Albuquerque. Surveying, environmental investigations, geotechnical investigations, presentations to Council and the public will all be done in Las Vegas on-site or at City offices as needed. Engineering work will occur at the WHPacific Albuquerque office or the offices of our partner team members. The WHPacific offices and the offices of our partner team members are located approximately 2 hours from Las Vegas by car. This close distance allows us to respond quickly to City needs and be available on short notice to visit project sites or meet with City staff or officials. WHPacific representatives are routinely in the area with current, active projects in Las Vegas.

6. Current Volume of Work with the City of Las Vegas

WHPacific has the following two projects underway for the City of Las Vegas. Both of these projects are more than 75% complete.

Project	Contract Amount	Invoiced Amount	% Complete
Abe Montoya Rec Center Renovation	\$ 193,547	\$185,130	96%
Las Vegas Municipal Airport TO 5: Snow Removal Equipment	\$ 9,629	\$ 0	80%

OFFEROR INFORMATION

OFFEROR: WHPacific, Inc.

AUTHORIZED AGENT: Michael Malloy

ADDRESS: 6501 Americas Pkwy NE, Ste 400, Albuquerque, NM 87110

TELEPHONE NUMBER: () 505-247-0294

FAX NUMBER: () 505-242-4845

DELIVERY: Hand delivered

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1239612992

NEW MEXICO CONTRACTORS LICENSE NO.: 373932

SERVICE (S): PROFESSIONAL CONSULTING SERVICES TO INCLUDE GRANTS CONSULTING, PLANNING, DESIGN, AND ENGINEERING SERVICES FOR THE CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT.

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
COUNTY OF Bernalillo } ss

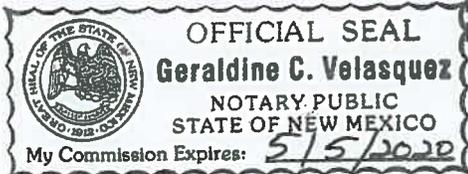
I Michael Malloy, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Michael Wm. Malloy
Signature

Subscribed and sworn to before me, this 12th day of April, 2017.

(SEAL)

Geraldine C. Velasquez
Notary Public Signature
My Commission Expires: 5/5/2020



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) 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.

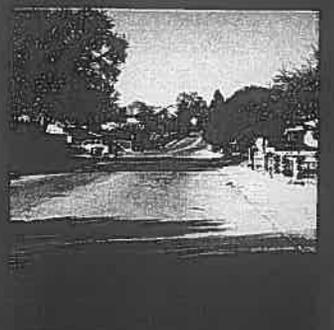
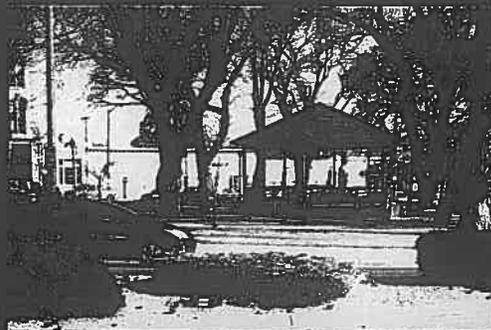
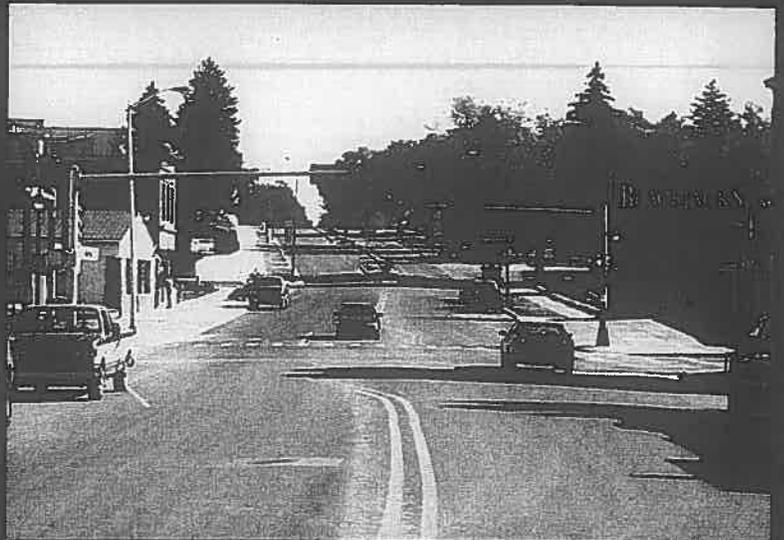
Michael Wm. Malley
Signature

April 12, 2017
Date

Operations Manager
Title (Position)

City of Las Vegas

Public Works Professional Engineering Consulting Services



RFP Opening #2017-23
April 12, 2017

MOLZENCORBIN
ENGINEERS | ARCHITECTS | PLANNERS

April 12, 2017



Casandra Fresquez
City Clerk
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

RE: Professional Consulting Services to Include Grants Consulting, Planning, Design, and Engineering Services for the City of Las Vegas Public Works Department, Opening No. 2017-23

Dear Ms. Fresquez and Members of the Selection Committee:

Molzen Corbin understands the challenges the City faces over the next four years in pursuing funding and completing the highest quality projects. With our 57 years of diverse project experience, depth of staff, and past working relationship with the City, we believe that Molzen Corbin is the ideal choice for this contract. Please consider the following:

- 1. **We know Las Vegas.** Molzen Corbin has been working with the City of Las Vegas for five decades. Our proposed core team members (including Mr. Kevin Eades, PE; Mr. Jonah Ruybalid, PE, CFM; and Mr. Douglas Albin) have extensive experience in Las Vegas, including the National Street Roadway/Pedestrian Improvements, Grand Avenue Corridor Study, Mills Avenue Roadway Improvements, New Mexico Avenue Pedestrian Facilities, and Alamo Street Project.
- 2. **We specialize in on-call services.** Since 1960, the core of our business has consisted of open-end, on-call (as-needed) contracts with municipalities and other public entities. No other engineering firm in New Mexico has the same experience with on-call contracts as Molzen Corbin. We are specifically structured and staffed for this type of work, and we pride ourselves on meeting the needs of our on-call clients quickly and efficiently.

3. **We offer a highly experienced, multi-discipline project team.** Molzen Corbin employs 70 professionals in the field of public works engineering and architecture. This includes planning, design, and construction-phase services for water, wastewater, street/roadway, storm-water, recreation/park, and municipal facility projects. In addition we offer construction observation, environmental assessment, regulatory compliance/permitting assistance, electrical engineering, mechanical engineering, and grants administration. We have teamed with GeoTest, Marron & Associates, and QPEC in order to provide the City with a full complement of services and engineering options that may be anticipated over the course of this on-call services contract.

4. **We know funding.** Molzen Corbin was one of the very first firms in New Mexico to offer grants consulting to our clients as part of our basic services. In the last decade alone we have helped our clients to secure more than \$300 million to improve water quality, conserve environmental resources, and enhance safety in their communities. Molzen Corbin has two dedicated grants specialists that are available to assist the City.

We welcome the opportunity to use our experienced and talented project team to help the City of Las Vegas realize your short-term goals and long-term vision.

Sincerely,
MOLZEN CORBIN


Adelmo E. Archuleta, MS, PE
President and Owner

Table of Contents

Transmittal Letter/Table of Contents

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Required Forms (Excluded from 15-page Limit)

1. Specialized Design and Technical Competence

Molzen Corbin's Leadership in Municipal Consulting

Molzen Corbin is structured and staffed to provide highly responsive services to our clients, regardless of their location. On-call contracts have been the core of our business for 57 years (see **Figure 1**), as a large percentage of our projects are for municipalities and government agencies who work with us on a retainer basis. Please consider the following:

- We currently hold on-call contracts with 17 entities across New Mexico, providing fast, highly responsive services from the Village of Chama in the north to the southern City of Sunland Park. Molzen Corbin's ability to mobilize quickly and go the extra mile for our clients has been proven again and again.
- We offer a specialized project team consisting of a project manager familiar with the City of Las Vegas and lead engineers in all required disciplines to meet your day-to-day and long-term engineering and planning needs.
- We offer 70 professional, technical, and support personnel in civil, water resources, electrical, and mechanical engineering; architecture and landscape architecture; planning; and grants administration. We have the depth of staff to complete multiple projects simultaneously to meet all of your project needs.

As a service-oriented firm, we consider responsiveness to our clients, regardless of their location, our highest priority. We have the flexibility and depth of staff to respond quickly and efficiently to all of your project needs under this consulting services contract.

Experience and Competence in Grantsmanship

Grants Consulting at Molzen Corbin

Thirty-three years ago, Molzen Corbin was the first engineering firm in New Mexico to provide professional grantsmanship as part of our basic services. Today Molzen Corbin works with our clients to identify, apply for, and administer grants and loans to ensure that vital projects can be completed. **We estimate that we have helped our clients to secure \$300 million in funding since 2000.**

Grantsmanship Approach

We understand that infrastructure projects can rarely be funded by a single source. Through our years of experience, we have found that the following approach is vital to securing project funds:

- **We are proactive.** We help our clients plan their projects well in advance, defining the scope of work, developing cost estimates, and ensuring sufficient

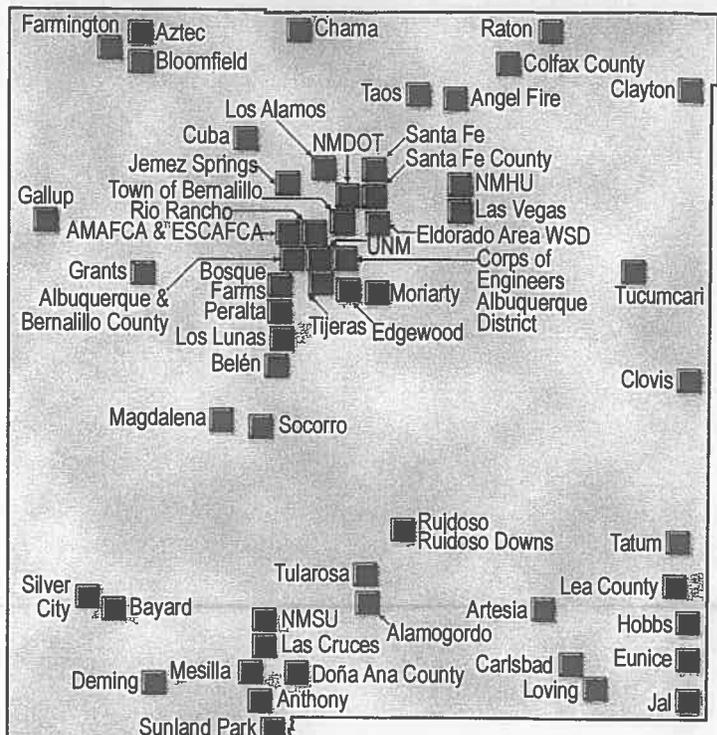


Figure 1. Clients past & present. Molzen Corbin has 57 years of on-call service experience throughout the State of New Mexico.

time to define funding strategies. In this way, projects are "shovel-ready" when funding becomes available, and in the case of "stimulus" funding, may affect the prioritization of awards.

- **We help communities to phase their projects strategically.** This is very useful in securing project financing, as most funding agencies will extend preference to communities that are ready to proceed with a stand-alone phase. Molzen Corbin designs each phase to function effectively as a usable project on its own, and then it is seamlessly enhanced by the addition of the next phase.

Experience In Grantsmanship

Molzen Corbin has strong working relationships and extensive experience with the following agencies and programs.

New Mexico State Legislature, Capital Outlay

Molzen Corbin supports our clients with the NM State Legislature in the following ways:

- Helping clients strategize and prioritize project needs
- Preparing briefing sheets on the projects for which funding is requested so legislators understand the request
- Meeting with State representatives on behalf of our clients to ensure they have all the information needed to support the project

- Assisting with required paperwork once a State grant is received

New Mexico Environment Department (NMED)

Molzen Corbin is highly familiar with the following programs:

- Administration of State Appropriations for water/wastewater projects
- Clean Water State Revolving Fund (CWSRF)
- Rural Infrastructure Program revolving loan program (RIP)

New Mexico Finance Authority (NMFA)

Molzen Corbin has worked with the New Mexico Finance Authority on behalf of our clients since its inception in 1992, and has a comprehensive understanding of the following programs:

- Public Project Revolving Fund (PPRF)
- Drinking Water State Revolving Fund (DWSRF)
- Water Trust Board funding
- U.S. Congressional Earmarks

New Mexico Department of Transportation (NMDOT)

Molzen Corbin works closely with the NMDOT, and has secured funding for roadway improvements through the following programs:

- Municipal Arterial Program (MAP)
- Cooperative Agreements (COOP)
- Safety Enhancements

U.S. Congressional Appropriations

Molzen Corbin has assisted many clients with funding requests to New Mexico's Senators and Representatives from Congress. We have hosted numerous client visits to Washington, D.C., for face-to-face meetings with the New Mexico delegation. Such visits have played an instrumental role in securing appropriations from the following agencies and programs:

- US EPA, Region 6 (NMED)
- HUD
- Federal Transit Authority (USDOT/NMDOT)

Additionally, for smaller disadvantaged communities and mutual domestic water associations, Molzen-Corbin has been very successful in obtaining funding from the following:

- Community Development Block Grant Program (CDBG)
- USDA, Rural Development

We are in constant communication with these agencies to research and track funding opportunities. **Our in-depth knowledge of and extensive experience with their policies, procedures, and programs enables us to think and act quickly to secure funding.** Years of funding successes have proven to our clients that we do not wait for their direction to pursue the financial support they need – we are proactive.

Availability of Funding Sources for the City

Not only does Molzen Corbin have two dedicated grants specialists, but we have also assisted our clients with roadway related grants services for several decades. We have Pavement Maintenance Management software and have authored Pavement Maintenance Plans for many of our clients. We realize the importance of roadway funding to cover yearly maintenance, such as cracking sealing, potholes, and overlays, as well as larger projects like full depth reconstruction and road extensions. We have worked with the FHWA, Congressional Delegates, USDOT-TIGER/FASTLANE, NMDOT, and the State Legislative Transportation Sub-Committee, as well as the local Councils of Government (STIP/TIP). More routinely, we have extensive experience with MAP, COOP, HSIP, TAP, STP-U Fund, CMAQ, RTP, and Enhancement, as well as Infrastructure Recovery and State Legislative Capital Outlay funding sources.

Personnel Experience and Competence with Similar Public Works Projects

Following we highlight our experience and competence with similar public works projects grouped by key engineering discipline. The project descriptions that follow reflect the qualifications of our key personnel; additional qualifications and experience are provided in individual résumés starting on page 6. We also provide information on additional capabilities we bring to this contract.

Streets/Roadways

Molzen Corbin has the specialized design and technical competence to assist the City of Las Vegas with the grantsmanship, planning, design, and construction administration of various types of street/roadway projects, including reconstruction, resurfacing, curb and gutter, drivepad, Americans with Disabilities Act (ADA) compliance, sidewalk, and lighting projects. We can also assist the City with right-of-way (ROW) acquisition and storm drainage. We have designed more than 755 miles throughout New Mexico, including residential streets, rural roadways, urban arterials, and highways (state, interstate, and US). An example of a related project in another community follows.

Courthouse Road Improvements, Los Lunas

Relevance to Scope of Work:

- *Planning, Design, Bid and Negotiation, Construction Observation, Closeout, and NMDOT Audit*
- *Work completed under municipality on-call contract*
- *Successful application and approval for Federal Highway Administration (FHWA) funding*
- *Public outreach and landowner coordination*

Under our on-call contract with the Village of Los Lunas, Molzen Corbin assisted the Village with improvements of Courthouse Road from NM 314 to Los Lentos Road. The purpose of this project was to beautify the corridor (giving it a boulevard-type atmosphere) and promote

economic activity. Safety for bicyclists and pedestrians was also one of the Village's concerns, so Molzen Corbin designed enhancements of the existing sidewalks and restriped the road to accommodate these alternate modes of transportation. Major improvements included:

- Resurfacing the pavement to increase the road's lifespan
- Restriping the roadway to accommodate bike access from the New Mexico Rail Runner Express area to Los Lentos Road, installing "sharrows" (share-the-road arrows) on the asphalt, and installing "Share the Road" signs to make all of Courthouse Road bicycle- and pedestrian-friendly
- Widening the sidewalks to 10 feet (to accommodate pedestrian traffic and comply with the ADA) and extending them
- Removing unnecessary/unusable access driveways
- Enhancing the existing drainage pond at Los Lentos Road/Courthouse Road (decorative fencing, more landscaping)
- Adding on-street parking by widening the road to discourage drivers from parking on side streets (blocking residential and business entries)
- Adding landscaping to provide shade for pedestrians and bicyclists (when the trees mature). The palette is consistent with the accepted concepts from the Los Lunas Rail Runner Express Station Area Plan (2008)



Construction for the project began in November 2014 and was completed in February 2015. **It cost \$950,000, of which \$775,000 was funded by the FHWA Small Urban Funds.** To coordinate the improvements, Molzen Corbin staff went door to door to speak with residents.

Drainage Design

Molzen Corbin offers full capabilities in drainage design. Our project team members have worked with NMDOT, the Albuquerque Metropolitan Area Flood Control Authority (AMAFCA), FEMA, and Soil Conservation Service, among other entities. Our project experience includes drainage master plans, new drainage systems, flood control structures, and extensions to existing systems in conjunction with road design and site development projects. **Our proposed Technical Services Manager, Mr. Kevin Eades, PE, was responsible for the drainage design and review related services for the City from 1995 to 2005.** An example of a related project in another community follows.

Recreation Park Drainage Channel, Belén

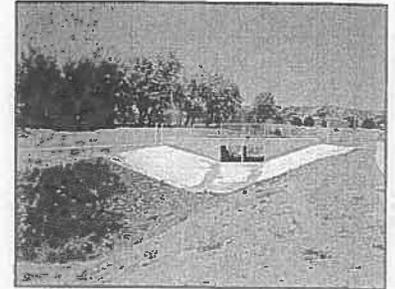
Relevance to Scope of Work:

- *Planning, Design, Bid and Negotiation, Construction Observation, and Federal Closeout*

- *Successful application/approval for Federal funding (FEMA)*
- *Grading and drainage review and design*

In August of 2006, Belén experienced extreme rainfall events that were concentrated over the west side of the City. Flows were so intense that large amounts of water accumulated and were routed into the Belén Highline Canal causing it to breach. Houses that were downstream of the canal were flooded.

FEMA was made aware of the damage through residents' requests, and **Molzen Corbin was asked to help the City with a FEMA funding application. The request was successful and the City received**



approximately \$250,000 to make improvements. The project included the restoration of damaged areas, channel grading, and installation of grade control structures, as well as rip-rap armor to protect strategic locations in the channel. The channel was designed and constructed with an equilibrium slope to properly route future rainfall and to dissipate the energy of the water with a "stair step" concept to manage sediment upstream and ensure that the downstream retention pond only receives the volume of water for which it was designed.

Water Resource Engineering

Molzen Corbin has completed more than 500 successful water and wastewater projects throughout our 57 year history, including numerous projects for the **City of Las Vegas**. Molzen Corbin offers the City the benefits of team continuity, including cost savings and enhanced efficiencies during design. An example of a related project in another community follows.

First Street Infrastructure Improvements Phase I, City of Belén

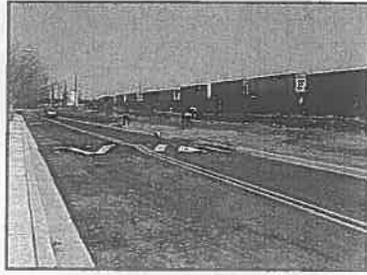
Relevance to Scope of Work:

- *Planning, Design, Bid and Negotiation, Construction Observation*
- *Successful application and approval for CDBG funding*
- *Public outreach, including meetings and public information programs*
- *Coordinated work with PNM for easements*

Molzen Corbin assisted the City of Belen in obtaining CDBG funds for this project, which mitigated drainage issues and improved sewer service from Baca Avenue to Bernard Avenue.

Waterlines were replaced, a new sanitary sewer main was extended and new storm drain lines and a ponding facility were installed. As part of our basic services,

Molzen Corbin liaised with a property owner and resolved a challenge regarding placement of the pond relative to PNM facilities. The project ultimately came in at \$19,000 under contract budget.



Facilities/Parks/Landscape Architecture

Although your RFP addresses general engineering services specifically, we recognize that the City may occasionally require technical guidance on architectural issues. Our architectural division specializes in practical and functional architectural design for public entities. Their experience encompasses the planning and design of diverse public support and service buildings, from public safety facilities to offices and city halls to multipurpose recreational facilities, parks and aquatic facilities, and community and regional planning and program designs.

Molzen Corbin also offers the City full in-house capabilities in landscape architecture. We have produced landscape designs and site plans for buildings, public spaces, roadways and parks, including site plans for parks in the City of Belén, Village of Los Lunas, Cities of Moriarty and Las Vegas, and the Town of Bernalillo.

Additional Services

Construction Administration

Molzen Corbin employs an in-house staff of experienced construction observers and construction administrators who have provided specialty construction administration services for hundreds of millions of dollars worth of public infrastructure improvements and municipal facilities throughout the State. We currently employ three construction observers who live and work in Las Vegas: Mr. Mike Cozens, Mr. Edward Saavedra, and Mr. Ramon Vialpando. Because our observers are local, they are available to respond immediately to any needs or requests the City may have, and are familiar with the area.

Surveying

Molzen Corbin's in-house surveyors are highly experienced in performing Global Positioning System (GPS) surveys. Using Trimble R10 Global Navigation Satellite System (GNSS) hardware, our surveyors provide precise project surveying, mapping, and database services that include everything from base mapping to detailed infrastructure surveys. Our state-of-the-art equipment will ensure a high level of accuracy on all work that we perform for the City of Las Vegas.

Electrical Engineering

Molzen Corbin's in-house electrical division offers extensive experience in designing innovative, reliable, user-friendly electrical instrumentation and control systems, and providing troubleshooting and analysis services

when needed. Our work for communities around the State includes water and wastewater system support and Supervisory Control and Data Acquisition (SCADA) telemetry systems, indoor and outdoor lighting (for streets, bike paths, parking lots, and landscaping), and photovoltaic (PV) systems.

Mechanical Engineering

Molzen Corbin's in-house mechanical division offers extensive experience in designing natural gas lines, HVAC systems, and plumbing systems for wastewater treatment plants, storm drain facilities, pump stations, educational buildings, office buildings, and medical buildings. We provide all aspects of services including design, cost estimates, project planning, and optimization of existing and new systems.

Agency Coordination and Permit Applications

Over our history of supporting communities across New Mexico, Molzen Corbin has formed excellent working relationships with the NMDOT, the FHWA, the NMED, and the U.S. Environmental Protection Agency (EPA), among other agencies. **Our relationship with the NMDOT has enabled us to broker funding allocations to our clients.** Molzen Corbin will assist the City coordinating with these agencies, and will modify deliverables as necessary to stay on schedule and on budget. In addition, Molzen Corbin has considerable experience guiding clients through the permitting process, including preparing applications for the New Mexico State Historic Preservation Office, the EPA, the NMDOT, and NMED. We understand how important it is to refrain from holding up project progress.

Knowledge of Statutes and Regulations

Through 57 years of delivering successful projects, Molzen Corbin has developed a thorough familiarity with all regulations, specifications, contracts, guidelines and programs that affect public infrastructure projects. For example, we have in-depth knowledge of NMDOT regulations, since nearly all of our transportation projects involved state funding coordination with the local Council of Government (COG).

In addition, Molzen Corbin has assisted our clients with subdivision reviews for 50 years. In the last 10 years alone, we have performed more than 100 commercial and residential reviews. We have also assisted clients with the preparation of subdivision regulations and design standards, as well as drainage ordinances, development fees, and impact fees. **We assisted the City of Las Vegas with these services for over a decade.**

We have advised municipalities during the development of master planned residential communities as large as 5,000 acres, with approximately 15,000 homes and 45,000 people. These reviews have guided the development of infrastructure planning for water, wastewater, transportation, and parks, as well as onsite and offsite drainage.

Proposed Project Team Experience and Competence

We propose a highly qualified project team, whose members have completed successful projects on an on-call basis for municipalities throughout NM, and who have special project experience and knowledge specific to the City of Las Vegas. In addition to Mr. Kevin Eades, PE, who will serve as Technical Services Manager, we have assigned Mr. Jonah Ruybalid, PE, CFM, who will serve as the Project Manager for this contract, and Mr. Douglas Albin, who will serve as Community Technical Liaison. Mr. Ruybalid and Mr. Albin currently support the City of Las Vegas Utilities Division On-call contract. Together, they bring unmatched knowledge and experience with the City of Las Vegas, providing an efficient, responsive, and coordinated engineering solution for all City of Las Vegas infrastructure and utility projects. An organizational chart is shown in Figure 2 (next page). Biographical sketches of key team members follow.

Adelmo "Del" Archuleta, MS, PE: Principal-in-Charge

- **Years of Experience:** 41
- **Registration:** NM PE #7078
- **Education:** M.S. and B.S., Civil (Environmental) Engineering, New Mexico State University
- **Qualifications:** President and owner of Molzen Corbin. An expert in strategic analysis, planning, design, master planning, facilities design and commissioning, project coordination, contract administration, construction management.
- **Project Experience:** Served as Principal-in-Charge on numerous NMDOT projects, including (in the Las Vegas area) Grand Avenue Corridor Study, Grand Avenue Roadway and Drainage Design, Williams Drive Roadway and Drainage Design, National Street Roadway/Pedestrian Improvements, and New Mexico Avenue Sidewalks. **NMDOT** – I-10 Las Cruces to El Paso Corridor Study, I-10 Las Cruces to El Paso Six-Lane Improvements, I-10/I-25 Interchange, I-25/Doña Ana Interchange, I-25/NM 14 (Cerrillos Road in Santa Fe) Interchange.



six years of experience in civil and water resources engineering, including roadway, drainage, site development, sewer line, and water line planning and design. Prior to Molzen Corbin, spent two years with the Doña Ana County Flood Commission where he assisted with flood control projects, reviews for building permits, drainage analyses, and other applications for compliance with the most current standards and specifications. At Molzen Corbin, Mr. Ruybalid's experience includes drainage analyses, NMDOT corridor studies, preliminary engineering reports, design drawings and specifications, and client coordination.

- **Project Experience:** **City of Las Vegas** – Taos Street Waterline Crossing, Storrie Lake Waterline Crossing, and Cinder Road Water Improvements. **NMDOT** – I-25/NM 14 Drainage Analysis and Design, NM 47 Roadway Improvements Drainage Analysis and Design, Lemitar Milepost 155.5 Bridge Scour Analysis. **City of Las Cruces** – Sand Hill Arroyo Dam (Office of the State Engineer) Emergency Action Plan and O&M Manual, and Evaluation and Design of Storm Drain and Sanitary Sewer Crossings.

Kevin Eades, PE: Technical Services Manager

- **Years of Experience:** 23
- **Registration:** NM PE #14481
- **Education:** B.S., Civil Engineering, (NMSU)
- **Qualifications:** Executive vice-president with 22 years of project management and client relations experience. In addition to coordinating future projects and master plans, he has also designed and managed road improvements, drainage, water and sewer improvements, and traffic coordination.
- **Project Experience:** **City of Las Vegas** – New Mexico Avenue Sidewalks, Las Vegas (Project Manager); National Street Roadway/Pedestrian Improvements (Project Manager) and Grand Avenue Corridor Study (C-Manager), Las Vegas; **NMDOT** – I-10 Las Cruces to El Paso Six-Lane Improvement Project, I-25/NM 14 (Cerrillos Road) Interchange, Belén North Interchange, NM 333/NM 337, NM 47 from NM 6 to Peralta Town Limits, Court-house Road from NM 314 to Los Lentos in Los Lunas, Sosimo Padilla/Camino Del Llano in Belén.



Douglas Albin, PS: Community Technical Liaison

- **Years of Experience:** 35
- **Registrations/Certifications:** NM PS #14268
- **Education:** Albuquerque Technical-Vocational Institute (now CNM)
- **Qualifications:** Native of Las Vegas with 35 years of professional experience, including more than 23 years designing improvements to the City's water and wastewater systems. Extensive experience in CAD, surveying, project management, construction inspection, and project design. Certified modeler with practical application experience in WATERCAD distribution system modeling software.
- **Project Experience:** **City of Las Vegas** – Taylor Well Nos. 2 and 4, the City of Las Vegas 2002 Sewer System Improvements, NM518 Water Line Extension (Legion to Storrie Lake), Camp Luna Water Transmission Line (Luna to Valencia), Gallinas River Crossing, New Mexico Avenue Effluent Reuse Line, Rodriguez Park Effluent Reuse, Storrie Lake Intake Crossing, Old National Road Sewer Interceptor Evaluation, Camp Luna Elevated Tank, Cinder Road Sewer and Effluent Line Project, the Medite Water Line Repair, the PNM Effluent Tank Modifications, Water System Hydraulic Model, and the 2011 Finished Water PER.



Jonah Ruybalid, PE, CFM: Project Manager

- **Years of Experience:** 6
- **Registrations/Certifications:** NM PE #23909, NM CFM #12-00315
- **Education:** B.S. in Civil Engineering, NMSU
- **Qualifications:** Licensed Professional Engineer and Certified Floodplain Manager with



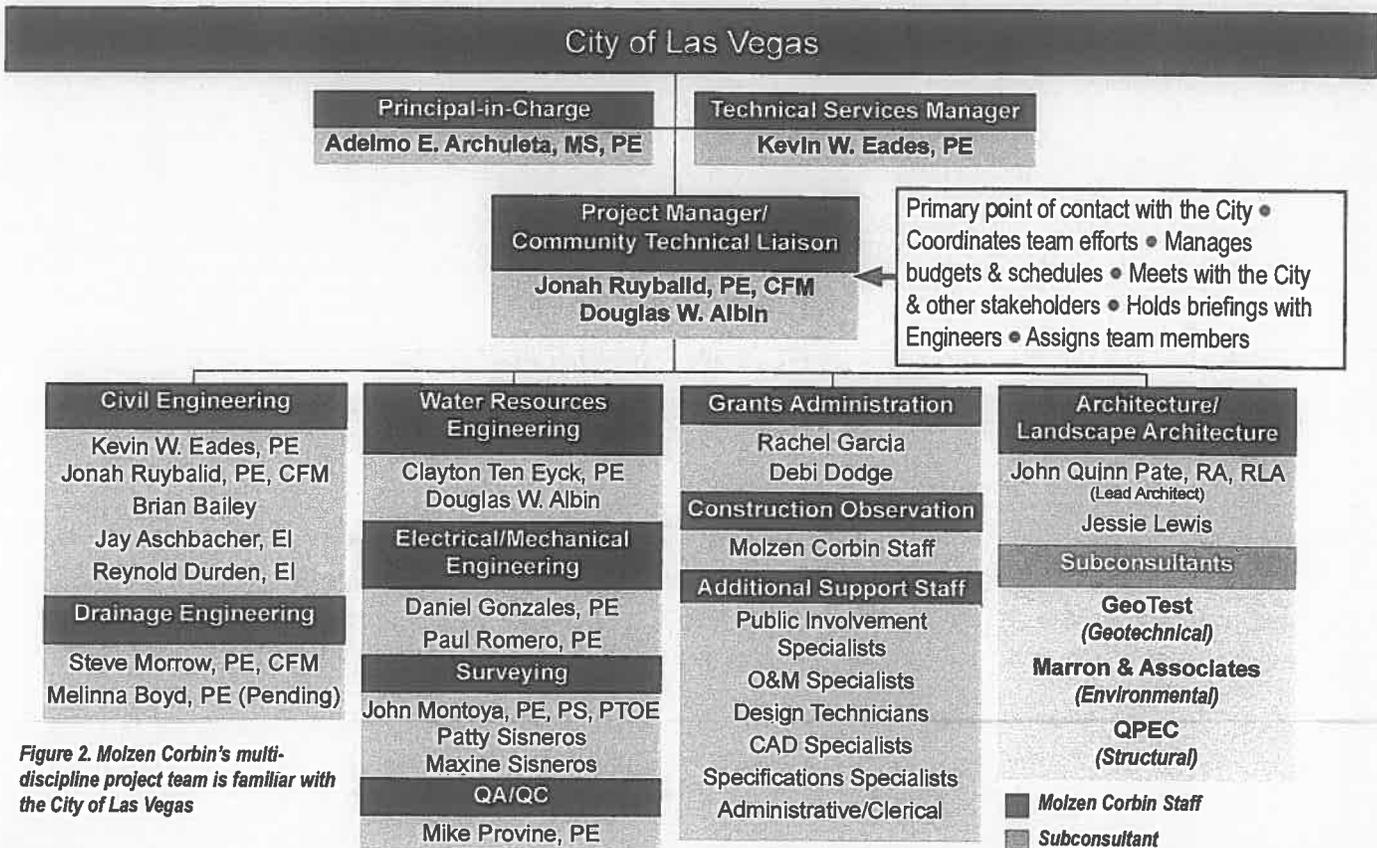


Figure 2. Molzen Corbin's multi-discipline project team is familiar with the City of Las Vegas

Key Project Team Members	Rachel Garcia Grants Administration	Ms. Garcia has 16 years of experience in marketing, public relations and administrative support. She assists counties, municipalities, and other public entities with obtaining grants and loans from entities including the U.S. DOT's TIGER Grant, NM State Legislature, the NM Department of Finance and Administration/Local Government Division CDBG, the NMED Construction Programs Bureau Clean Water State Revolving Fund, the NMFA Drinking Water Bureau's Drinking Water State Revolving Loan Fund, and the NMFA Water Trust Board. She has worked with communities across New Mexico to successfully secure funding.
	Debi Dodge Grants Administration	Ms. Dodge has 24 years of experience in project administration and funding. She has a strong knowledge of the Federal Aviation Administration (FAA) Disadvantaged Business Enterprise (DBE) program, providing DBE compliance services at Moriarty, Albuquerque, Raton, Lea County, Angel Fire, and Santa Fe Municipal Airports. For Molzen Corbin's projects with the NMDOT, she administers the DBE program, B2Gnow diversity-management software, and LCPTracker labor-compliance software.
	Clayton Ten Eyck, MS, PE NM PE #18866 Water Resources Engineering	Mr. Ten Eyck has 11 years of experience and is vice president of Molzen Corbin's Water Resources Group. He is highly experienced in developing improvements to water systems of all sizes, designing modifications to wastewater treatment facilities, developing O&M manuals, assisting with plant startup, providing construction administration services, and assisting communities with regulatory paperwork.
	Daniel Gonzales, PE NM PE #1996 Electrical Engineering	Mr. Gonzales has 11 years of experience and is vice-president of Molzen Corbin's Electrical Engineering Division. He has design experience in power, instrumentation and controls (I&C), renewable energy, specifications, pre-design analysis and reports, cost estimates, and construction coordination. Relevant projects include Joe Harvey Boulevard Streetscape Lighting (at NM 18), Hobbs; I-25 Beautification Project Lighting, Los Lunas; and Camino Primera Agua Street Improvements Lighting (near I-40), Tijeras.
	Paul Romero, PE NM PE #14932 Mechanical Engineering	Mr. Romero has 21 years of experience in the design of HVAC, plumbing, process piping, and fire protection systems, as well as engineering analysis, project management, planning, and construction cost estimation. He is skilled in sustaining, optimizing, and improving existing facilities while ensuring design and construction meet building codes and client requirements.
Subcontractors	Eric Johnson, AICP Marron and Associates Environmental Engineering	Mr. Johnson has 27 years of experience in environmental consulting for clients in the public and private sectors as well as tribal entities across the state. He has provided environmental services and obtained clearances for many projects including water and wastewater treatment plants, commercial and industrial property transactions, highway and public utilities corridors, land transfers, oil and gas pipelines, and others.
	Patrick Byres, PE GeoTest NM PE # 8126 Geotechnical	Mr. Byres' 42 years of project experience includes planning, supervision, analysis and design for a variety of projects including design studies of streets and highways, railroad bridges, commercial complexes, high-rise structures, embankments and earth dams. Engineering analysis and design have been performed for spread footings, drilled piers, piles, excavations, and slope stability.
	Fernando Quiroga, PE QPEC NM PE #10646 Structural Engineering	Mr. Quiroga's 42 years of experience in structural engineering includes extensive experience in the design and management of bridge and hydraulic structure projects from the feasibility stage through final design and construction services. He has been in responsible charge of six (6) NMDOT Statewide Bridge/Structural On-Call contracts and is therefore well acquainted with the NMDOT's internal procedures.

2. Capacity and Capability

Since 1960, Molzen Corbin's core customer base has consisted of municipalities and other public entities. In the 1980s we were at the forefront of using on-call engineering agreements in New Mexico (see **Figure 1**). We have achieved an enviable reputation for providing high-quality, professional consulting, planning, and design and construction-phase services to clients, and have built a record in public infrastructure that is unparalleled in the State of New Mexico. **Our reputation for timely, cost-effective, and competent delivery of projects is reflected in the fact that 90% of our business is derived from repeat clientele, and that many of the clients we began with more than 57 years ago are still with us today.**

Capacity & Capability to Perform Work within Time Frame

We employ talented professionals in the fields of engineering—civil, transportation, airport, water resources, electrical, and mechanical—architecture, and landscape architecture. Our 70 staff members believe that New Mexico is a great place to live and work. These include 15 professional engineers, 20 technical staff (including engineer interns), six drafters, two architects, and 27 support staff (administrative, clerical, funding, public involvement, construction observers, surveyors, etc.).

In addition to the Molzen Corbin staff, we have carefully compiled a team of 3 subconsultant firms for this on-call contract, all of which we have worked with numerous times, including on City of Las Vegas and NMDOT projects. Molzen Corbin has a solid track record of meeting project schedules, including condensed schedules. Our project experience, depth of staff and technical expertise enable us to quickly mobilize our resources to align them with concurrent activities on complex projects.

Based on our extensive experience in supporting on-call professional engineering contracts, our depth of staff, and our familiarity with your processes, administration, and infrastructure, we can unequivocally state that we will be able to accommodate the City's project needs, including any and all specialized services, to meet any necessary time limitations.

Ability to Conduct Public Meetings and Presentations

Nearly all of Molzen Corbin's infrastructure projects have involved public outreach efforts. We have worked with committees, focus groups, special interests and municipal/public staff to develop comprehensive analyses of critical local issues. Our approach focuses on raising public awareness and then encouraging and documenting community input.

Molzen Corbin engineers have assisted the NMDOT with public meetings/public outreach on the State's

largest transportation projects like the I-10/I-25 system interchange and the State's new Diverging Diamond Interchange (DDI) in Santa Fe at I-25 and Cerrillos.

In addition, Molzen Corbin has facilitated public input for the Village of Los Lunas for more than 48 years, including the efforts described below:

- Molzen Corbin scheduled and conducted all public meetings required by the NMED/EPA for compliance with the public involvement components for the Village's government-funded projects.
- We assisted the Village in many successful public meetings aimed at informing residents of proposed work prior to construction. These meetings allowed Molzen Corbin and the Village to coordinate and address comments without delaying construction.

Technical Approach

Following is our approach to accomplish tasks under the City of Las Vegas professional engineering services on-call, which demonstrates Molzen Corbin's capabilities.

Our engineering professionals constantly evaluate every element of every task to create cost savings, cost deferrals, and/or lower lifecycle costs.

- **Project Scoping/Programming**—Work with the City to fully define the scope for each project. This may be the most important step in any project. To fully understand your needs, we will continue to work closely with the City in an open exchange of ideas. Using your input, we will develop a project scope that is a full and accurate reflection of your needs and goals.
- **Studies**—Gather data including on-site measurement, drainage studies, master plans, utility rate studies, and other pertinent information.
- **Preliminary and Final Design**—Prepare complete working drawings, technical specifications, contract documents for bidding (e.g., bonds, insurance, etc.), quantity take-offs, and cost estimates.
- **Bidding**—Provide assistance in advertising for bids, distributing plans and documents for bidding, receiving and tabulating bids, recommending award, checking bond and insurance forms, and issuing notice to proceed for construction.
- **Construction**—Provide project/construction administration, observers (full-time if required), and inspection services (if desired).
- **Project Closeout**—Prepare drawings for permanent records, including changes. Provide O&M manuals and operator training for treatment plants or electrical system projects.

Figure 3 is a table of all the service areas and tasks requested by the City of Las Vegas in the RFP, correlated with the appropriate firm—either Molzen Corbin or one of our subconsultants.

A. Engineering Services	Firm
Preliminary Phase	
1. Identification of a Project Manager	Molzen Corbin
2. Confering with the City of Las Vegas on project requirements, elements of concern, programming, finances, schedules, early phases of the project, and other pertinent matters; meeting with the NMDOT, FHWA, and other associated agencies	Molzen Corbin
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigation, and engineering studies	Molzen Corbin/GeoTest/ Marron
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates	Molzen Corbin
5. Assisting the sponsor in the preparation of necessary and required documents for state and federal grants	Molzen Corbin
Design Phase	
1. Meetings and design conferences, including monthly status reports detailing progress and any coordination efforts for on going, pending, or completed projects	Molzen Corbin
2. Collecting engineering data and undertaking field investigations; geotechnical engineering/surveys, engineering/environmental studies	Molzen Corbin/GeoTest/ Marron
3. Preparing necessary engineering reports and recommendations	Molzen Corbin
4. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and if requested	Molzen Corbin
5. Printing and providing necessary copies of engineering drawings and contract specifications.	Molzen Corbin
Bidding and Negotiation Phase	
1. Prepare as-bid copies of the plans and specifications for the City's use. 2. Provide as-bid plans and specifications for contractors interested in bidding the project. 3. Attend the pre-bid conference and bid opening to support the City as needed. 4. Prepare a bid tabulation, bid evaluation, consideration of award, and any other documents as needed by the city	Molzen Corbin
Construction Phase	
1. Providing consultation and advice to the City of Las Vegas	Molzen Corbin
2. Represent the City of Las Vegas at preconstruction conferences	Molzen Corbin
3. On-site construction inspection and management	Molzen Corbin
4. Reviewing submittals and requests for information	Molzen Corbin
5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment	Molzen Corbin/GeoTest
6. Preparing and negotiating change orders and supplemental agreements	Molzen Corbin
7. Observing or reviewing performance tests	Molzen Corbin
8. Reviewing payment applications for completeness and accuracy	Molzen Corbin
9. Conduct wage rate interviews	Molzen Corbin
10. Documenting punchlist items to be completed by the contractor, completing a final walk through of the project, preparation of as-built documents, and submitting a report of the completed project to the owner and/or sponsor	Molzen Corbin
B. Special Services/Tasks	Firm
1. Soils investigation	Molzen Corbin/GeoTest
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment	Molzen Corbin
3. Land Surveys and topographic maps	Molzen Corbin
4. Field and/or construction surveys	Molzen Corbin
5. Photogrammetry surveys	Molzen Corbin
6. On-site construction inspection and/or management	Molzen Corbin
7. Environmental studies and assessments	Molzen Corbin/Marron
8. Expert witness testimony	Molzen Corbin
9. Project feasibility studies	Molzen Corbin
10. Public information activities, studies, and surveys	Molzen Corbin
11. Preparation of as-built plans	Molzen Corbin
12. Assisting the sponsor in the preparation of necessary applications for local, state, and federal grants	Molzen Corbin
13. Review of grading, drainage, and site plans consistent with building permit applications	Molzen Corbin
14. Preparation of property maps	Molzen Corbin
15. Preparation of Quality Control Plans	Molzen Corbin
16. Miscellaneous plans, studies, and assessment reports	Molzen Corbin
17. Conduct and prepare draft ordinance revisions	Molzen Corbin
C. Planning Services	Firm
1. Study designs, including design, survey, and construction cost estimates	Molzen Corbin
2. Roadway data collection and facility inventories	Molzen Corbin
3. Roadway activity forecasts and demand/capacity	GeoTest
4. Facility requirements determination	QPEC
5. Drainage reviews for compatibility to City Ordinances, and overall community development	Molzen Corbin
6. Environmental assessment studies/reports, noise compatibility plans, and other environmental related studies	Molzen Corbin/Marron
7. Compatible land-use planning	Molzen Corbin
8. Community development project schedules and cost estimates	Molzen Corbin
9. Infrastructure financing planning	Molzen Corbin
10. Participation in public information programs or public hearings	Molzen Corbin

Figure 3. Molzen Corbin has assembled a team to appropriately address all the service areas and tasks requested by the City of Las Vegas.

3. Past Record of Performance

Molzen Corbin has **57 years of experience designing public works projects in New Mexico, as well as helping communities to secure the funding necessary to complete these projects.** We have worked closely with both NMDOT and FHWA to obtain permits for hundreds of water and wastewater utility and civil engineering projects. We have also designed numerous roads for NMDOT, such as the recent I-25/NM 14 Diverging Diamond Interchange (DDI), US 54 from Alamogordo south to the New Mexico-State Line, and others. All of these projects required meeting all applicable NMDOT and FHWA regulations. Our extensive project experience has resulted in an in-depth understanding of these agencies' regulations and requirements.

Molzen-Corbin is also very familiar with NMDOT funding programs. We have applied for and administered numerous Municipal Arterial Program (MAP) and CO-OP grants for roadway improvement projects, and we have also worked with enhancement funding from the TEA-21 program.

Past Performance with State, Federal and Other Funding Sources

Molzen-Corbin has helped our clients secure more than **\$300 million** in funding since 2000. Our strong relationships with agencies, our knowledge of funding procedures and our viewpoint on grants administration are discussed in Section 1 of this proposal (page 1–2).

In addition to the funding experience and successes detailed previously, **we also have a history of successfully helping the City of Las Vegas secure funding for projects.** Molzen Corbin prepared virtually every grant application for the City of Las Vegas between 1984 and 2004. Our dedicated efforts have helped to secure millions of dollars in grant and loan funding for the City. Examples of our funding success include:

- \$2.67 million from NMFA
- \$3.34 million from Water Trust Board
- \$749,800 from Water Innovative Fund
- \$400,000 from Governor's Relief Tax Fund

Molzen Corbin has also travelled to Washington, D.C. on several occasions to present applications for STAG funding to our New Mexico senators and representatives on behalf of the City of Las Vegas.

Recent Relevant Projects

We have worked specifically with the NMDOT on large projects, such as the I-25/NM 14 DDI, and on smaller projects, such as the COOP Roadway and Drainage Improvements for the Village of Los Lunas. Both of

these project are detailed within this section, along with other projects that highlight our work around the state, our success in obtaining funding, and our knowledge of state and Federal regulations.

I-25/NM 14 (Cerrillos Road in Santa Fe)

DDI, NMDOT

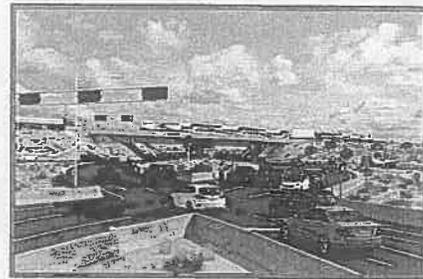
Relevance:

- *Extensive public outreach*
- *Knowledge of local, state, and Federal regulations*
- *Coordination with multiple agencies*
- *NMDOT/FHWA experience*

The redesign of the I-25/NM 14 (Cerrillos Road in Santa Fe) Interchange was an exercise in creativity, and an opportunity for our engineers to think outside the box of typical roadway design.

Molzen Corbin was the first in New Mexico to design a DDI configuration. Molzen Corbin facilitated a development team trip to Salt Lake City, Utah, to view similar facilities and gain a better appreciation for the implementation of this new interchange. This trip helped to collaborate with other engineers who have accomplished this in other states and to move forward on our DDI design.

A diverging diamond interchange allows traffic to merge freely, increasing safety and efficiency in the corridor. In the case of Cerrillos Road, this design



also allowed a configuration with two bridges instead of five, saving approximately \$10 million in construction costs in addition to the money saved by not having to maintain three extra bridges. In addition, State Departments of Transportation have reported a significant reduction in crashes in interchanges that have a diverging diamond configuration

While diverging diamond interchanges are simple and intuitive for drivers to negotiate, they can be confusing for pedestrians. Molzen Corbin eliminated potential conflicts between pedestrians and cars by integrating a multi-use trail that will be located in a system of culverts under the interchange. Asked by NMDOT to fast-track the project, Molzen Corbin delivered the plans more than six weeks ahead of the contract schedule.

2011-2013 NMDOT COOP Roadway and Drainage Improvements, Village of Los Lunas

Relevance:

- *Obtained NMDOT CO-OP funding and ensured enough funding to complete project by coordinating with the MRCOG*
- *Knowledge of local, state, and Federal regulations*
- *Public works project included drainage, roadway improvements, and sidewalks*
- *NMDOT experience*

Molzen Corbin helped the Village of Los Lunas combine two funds through the NMDOT COOP to address roadway and drainage issues in an entire neighborhood. This proactive approach allowed four roads – Marie, John John, Calle Madero, and Dayton Roads – to be improved at the same time, rather than in a piecemeal fashion.

Though this neighborhood is in the center of town, it still has a rural feel. The Molzen Corbin team designed a modified alley type of typical section that fits the context of the neighborhood and a very constrained right-of-way. This design approach allowed for a wider roadway and the addition of sidewalks without disturbing the established tree lines, which was an important consideration for residents. The sidewalks are slightly raised, and the inlets are in the middle of the road, where they do not compete for space with the sidewalks.

The original construction budget for this project was \$320,000, and the Village received \$203,000 through CO-OP. Molzen Corbin helped the Village broker a deal to secure \$117,000 from another municipality that was not going to use some funds in that same category.

Grand Avenue Corridor Study & Design, Las Vegas (NMDOT)

Relevance:

- *Public outreach: Molzen Corbin was responsible for the numerous public meetings throughout the corridor.*
- *Experience working with the City of Las Vegas and NMDOT; the community knows and trusts us.*
- *Knowledge of local, state, and Federal regulations*
- *Coordinated both commercial, residential access*

Molzen Corbin completed a corridor study from the north I-25 interchange to the south I-25 interchange, a distance of approximately 4.3 miles. Tasks included the Phase A initial corridor study (traffic study and intersection analysis) and the Phase B detailed analysis of alternatives (environmental assessment, agency coordination, and preliminary design).

The Grand Avenue Corridor Study also included a comprehensive public involvement program, comprised of public information meetings, technical and citizen's advisory committees, agency and utility coordination, news media participation, and development of a questionnaire to solicit public comments.

Valley Drive (NM 185), Las Cruces

Relevance:

- *First ever NMDOT public meetings using social media venues*
- *Knowledge of local, state, and Federal regulations*
- *Coordination with multiple agencies*
- *NMDOT experience*
- *ROW coordination with encroaching existing businesses*
- *Upgrades to ADA facilities*

This project had been in the planning stages for more than 14 years, including two studies and numerous community meetings, with the NMDOT and the City of Las Cruces alternately taking the lead. Once Molzen Corbin was hired, we completed the final plans within nine months from start to finish. In a climate of public pressure, Molzen Corbin proposed "alternative footprints" that reflected the corridor's multiple uses and offered harmonious transitions between roadway segments.



Valley Drive in Las Cruces.

The community accepted the design once they saw how the footprint of the corridor met their goals and expectations. In just over eight months, which met the client's schedule of April 2012, Molzen Corbin achieved every critical goal and objective established:

- *Multi-modal features including a "share the road" bike facility (14' outside widened lane) throughout as well as transit bays as needed*
- *Project footprint remained within the existing ROW, except where the City participated in acquiring land*
- *Turning lanes at every major intersection where they were needed*
- *Synchronized traffic signals*
- *Pedestrian sidewalks out of the drainage flow path*
- *Underground drainage system that transports the water away from the adjacent lands*
- *Improvements to accommodate student pedestrians and Las Cruces Public Schools buy-in*
- *A 20-year pavement design for the entire corridor*
- *Accommodation of all of the City's utility upgrades*

References

- **I-25/NM 14 (Cerrillos Road in Santa Fe) Diverging Diamond Interchange** – Mr. Juan Rael, NMDOT, PDE/Construction Oversight, 505-629-7654, juan.rael@state.nm.us

- **2011-2013 NMDOT CO-OP Roadway and Drainage Improvements** – Mr. Michael Jaramillo, Public Works Director, (505) 975-9131
- **Grand Avenue Corridor Study** – Original Contact: Mr. Severiano Sisneros, PE, Former District 4 En-

gineer; Current Contact: Mr. David E. Trujillo, PE, District 4 Engineer, NMDOT, (505) 454-3625

- **Valley Drive** – Ms. Tisha Lujan, PE, Project Development Engineer (now Construction Liaison Engineer), NMDOT, (575) 535-7350; (575) 202-0564

4. Familiarity with the City of Las Vegas

There is no engineering consultant more thoroughly familiar with the City of Las Vegas than Molzen Corbin. Since 1964, we have provided consultation, planning, design, and construction inspection services to the City of Las Vegas in the areas of street improvements, drainage, airport planning and design, industrial park planning and design, grant procurement and administration, utility rate studies, wastewater collection and treatment, and water supply, storage, and distribution planning. We have sustained this high level of dedication, commitment, and ongoing support for the City of Las Vegas for more than 50 years. This dedicated partnership with the City continues today with the on-call contract we have with the Utilities Department.

Roadway, Drainage, and Land Use Familiarity

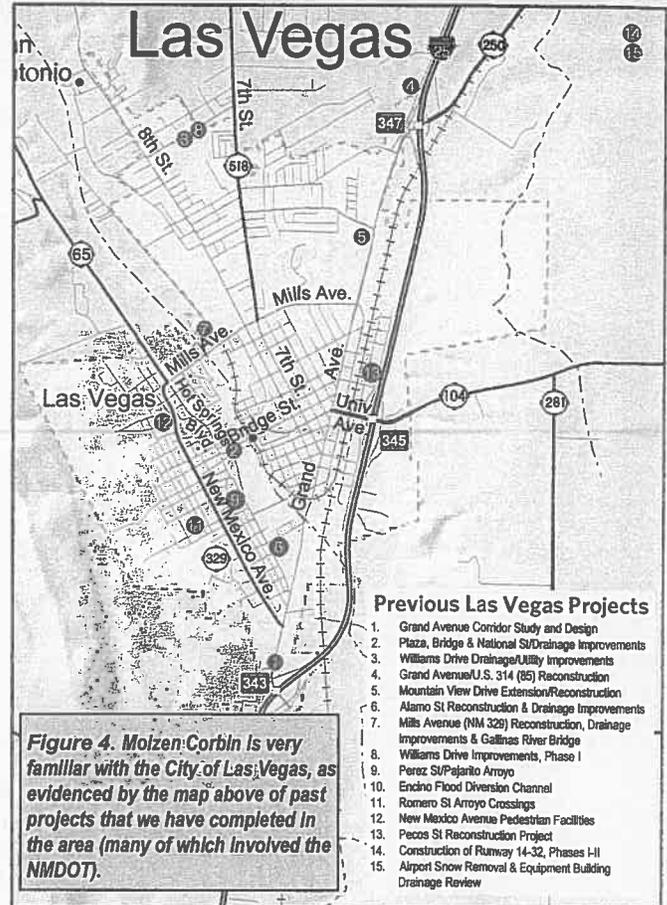
As mentioned above, Molzen Corbin has been supporting Las Vegas since 1964. Because of this longterm relationship, we have had the opportunity to work on a number of roadway and drainage projects throughout the City (see **Figure 4**), and through this work and our other support for the City, we have become very familiar with your land use regulations. Brief examples of a few of these relevant projects, which highlight our familiarity with the City of Las Vegas, are provided below.

Mills Avenue Reconstruction and Gallinas Bridge Hydrologic and Hydraulic Analysis, Las Vegas (NMDOT)



Mills Avenue In Las Vegas.

Molzen Corbin designed this project (the southern terminus of the NM 518 project) to NMDOT criteria and standards. The design included the complete reconstruction of the City of Las Vegas' main east/west arterial roadway from a two-lane rural section to a five-lane urban section. The 1.5-mile-long project included more than 7,000' of storm sewer (varying from 18" diameter



to 66" diameter reinforced concrete pipe) and new and relocated utilities. This project also included an NMDOT-designed bridge structure that spans the Gallinas River. Molzen Corbin furnished detailed hydrologic and hydraulic analysis of the 60-square-mile watershed for this crossing structure. The project required close coordination with the NMDOT Drainage and Bridge Sections and the City of Las Vegas. Molzen Corbin also provided design for landscaping, retaining walls, traffic control, signalization, roadway lighting, and permanent signing.

Other Street Improvements, City of Las Vegas

- **Plaza, Bridge, and National Street Roadway and Pedestrian Improvements** – Involved complete reconstruction of three streets within the central business district of downtown Las Vegas, including an underground drainage system.
- **Williams Drive Improvements, Phase 1** – State- and City-funded projects; complete underground drainage system and utility improvements.

- **Mountain View Drive Extension** – Involved reconstruction and extension of Mountain View Drive from Seventh Street to Grand Avenue (US 314), with new underground drainage system, drainage detention pond and new utilities.
- **Alamo Street Improvements** – Included complete reconstruction of the Alamo Street roadway with drainage improvements. This project is located between New Mexico Avenue (ALT. 85) and Grand Avenue (US 314).
- **US 314 (85)** – Involved the reconstruction of Grand Avenue in Las Vegas from a two-lane rural section into a four-lane urban arterial with a continuous left-turn lane.



National Avenue looking west.

Additional Project Experience with the City

In addition to our roadway and drainage experience with the City, we also have a long, successful history of completing water and wastewater projects. **Figure 5** shows Molzen Corbin's water and wastewater project history with the City of Las Vegas, further illustrating our knowledge and familiarity with the City, its infrastructure, and its regulations and policies.

Molzen Corbin's Water and Wastewater Project History in Las Vegas	
Planning/ Studies/ PERs	<ul style="list-style-type: none"> • 2011 Finished Water PER • 1988 Water Master Plan • Water Treatment Facility Plant Phase II Design Study • Water Supply Alternatives Evaluation • Raw Water Storage Alternatives Evaluation • Water Loss Evaluation and Implementation Plan • Hydraulic Capacity Evaluation of Northern Service Area • Taylor Well Field Evaluations • Water Supply Needs & Alternatives Summary Report • Utility Rate Analysis • State Police Building Needs Architectural Technical Assessment
Water Supply	<ul style="list-style-type: none"> • Taylor Well No. 4: Tank, Booster Pump Station, Well Trans. Line • Taylor Well No. 2: Well, Well Building, Well Transmission Line • Taylor Well No. 7 Phase I and Phase II
Water Distribution	<ul style="list-style-type: none"> • NM 518 Utility Improvements from Legion Drive to Storrie Lake • Mills Avenue Utility Improvements • East Loop Segment A and Segment B • Westside Water Improvements
Water Transmission	<ul style="list-style-type: none"> • 12" Transmission Line from Camp Luna to Valencia Tank • 8-inch Water Line from Taylor Well No. 4 to Valencia Tank
Wastewater Treatment	<ul style="list-style-type: none"> • North Grand Effluent -- Phase I • Supplemental Facilities Plan/PER for Improvements to Wastewater Treatment Plant • Wastewater Treatment Plant Renovations Study • Wastewater Treatment Plant Improvements • Operations Services • Sludge Disposal Facilities • Sludge Thickener • Entrance Works Enclosure • PNM Effluent Tank
Effluent Reuse	<ul style="list-style-type: none"> • Cinder Road Effluent Line • Rodriguez Park Effluent Reuse • New Mexico Avenue Effluent Line Crossing • Gallinas River Effluent Line • North Grand Effluent -- Phase I
Sewer	<ul style="list-style-type: none"> • 2002 Sewer System Improvements • Cinder Road Sewer Interceptor

Figure 5. Molzen Corbin is very familiar with the City of Las Vegas through our continuing support of water and wastewater projects for the Utilities Department.

5. Work to be Done in Las Vegas

All work will be performed in New Mexico by New Mexico-based firms. Our professional consulting services, including grants and engineering consulting, will be performed from our Albuquerque headquarters, while our construction administration services will be provided by our three local Las Vegas employees: Mr. Mike Cozens, Mr. Edward Saavedra, and Mr. Ramon Vialpando.

Molzen Corbin's Albuquerque office is 122 miles from the City of Las Vegas, and we can be on-site in less than two hours. We will provide responsive, personalized services to the Public Works Department under this on-call contract. The Molzen Corbin team makes weekly trips to Las Vegas in support of our current on-call contract with the Utilities Department.

6. Current Volume of Work with Las Vegas

Molzen Corbin does not currently have any work with the Public Works Department. We do have the following projects with the Utilities Department that are less than 75% complete:

- | | |
|---|---|
| <ul style="list-style-type: none"> • LVG133-24, Taylor Well No 4 Rehabilitation • LVG137-22A, Aeration Piping Mods-Construction • LVG140-22, City Hall Effluent Line Improvements • LVG140-23, Camp Luna Water Tank ACV Replace. Const. • LVG140-24, Camp Luna Water Tank ACV Replace. Observ. • LVG140-25, Hanna Park Effluent Design • LVG140-26, Hanna Park Effluent Survey | <ul style="list-style-type: none"> • LVG163-21A, Cabin Site Inspec./Observ. Phase Services • LVG163-21B, Cabin Site Inspec./Observ. • LVG165-20, East Water Line Loop Const. Phase Services • LVG165-21, East Water Line Loop Observation • LVG166-11, WTP Pre-treatment Facility Cover • LVG167-20, Water Master Plan • LVG170-20, Wastewater Master Plan |
|---|---|

OFFEROR INFORMATION

OFFEROR: MOLZEN CORBIN

AUTHORIZED AGENT: Adelmo Archuleta, PE

ADDRESS: 2701 Miles Road, S.E.

TELEPHONE NUMBER: (505) 242-5700

FAX NUMBER: (505) 242-0673

DELIVERY: April 12, 2017

STATE PURCHASING RESIDENT CERTIFICATION NO.: LI340229584

NEW MEXICO CONTRACTORS LICENSE NO.: NA

SERVICE (S): PROFESSIONAL CONSULTING SERVICES TO INCLUDE GRANTS CONSULTING, PLANNING, DESIGN, AND ENGINEERING SERVICES FOR THE CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT.

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

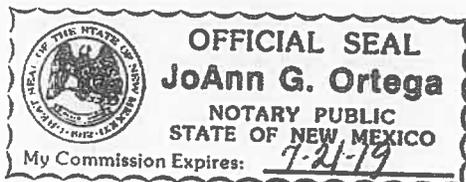
STATE OF New Mexico }
COUNTY OF Bernalillo } ss

I Adelmo Archuleta, MS, PE, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Adelmo Archuleta
Signature

Subscribed and sworn to before me, this 11th day of April, 2017.

(SEAL)



JoAnn G. Ortega
Notary Public Signature
My Commission Expires: 7-21-19

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this 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 Date 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 schedule 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 Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0166212

SOCIAL SECURITY NUMBER: NA

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

New Mexico (CRS) Tax Identification Number: 01305771005

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)

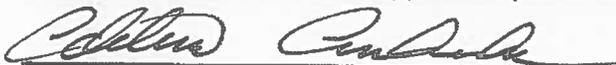
Signature

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

April 12, 2017

Date

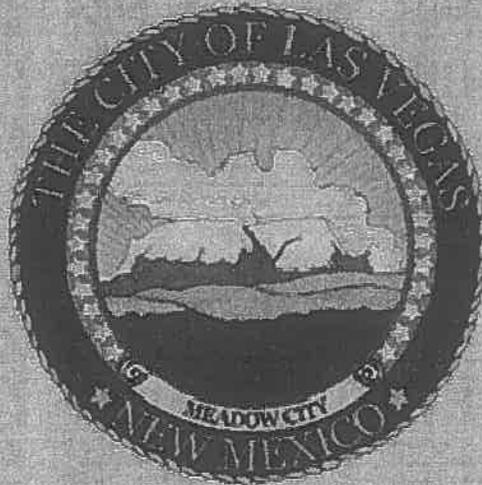
President and Owner, MOLZEN CORBIN

Title (Position)

**PROFESSIONAL CONSULTING SERVICES TO INCLUDE
GRANTS CONSULTING, PLANNING, DESIGN, AND
ENGINEERING SERVICES FOR THE
CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT**

RFP #2017-23

APRIL 12, 2017 - 2:00 P.M.



**CITY OF LAS VEGAS
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701**



**1601 Camino del Coronado
Tucumcari, New Mexico 88401
575-461-0181
www.engineersinc.com
www.occam.pro**



SPECIALIZED PLANNING, DESIGN AND TECHNICAL COMPETENCE

BRIEF HISTORY OF FIRM IN NEW MEXICO

Occam Engineers Inc. (OEI) is a New Mexico engineering and planning firm, headquartered in Albuquerque, with offices in Tucumcari, Santa Fe, Silver City, Las Cruces, Roswell, Artesia, and Houston. We are a team of predominantly native New Mexicans with a long history of service to the region and the state.

Occam Engineers Inc. (OEI) was formed through a 2016 merger of three long-standing New Mexico firms; Engineers Inc., Occam Consulting Engineers Inc. and Easterling Consultants. Combining the three firms greatly enhanced the level of engineering expertise and capacity available to our clients for **Public Works** (streets, utilities and funding assistance for local governments), **Transportation** (highways, traffic engineering) and **Water Resources** (storm water management, water resources development).

Our purpose is to find a better way to improve the lives of our clients, our communities and our employees. We do that by a relentless commitment to meeting our client's needs, by thinking differently, and by challenging ourselves to improve. We provide civil engineering services tailored to our client's specific needs.

We are committed to serve every client, personally and professionally, with deep respect and the highest ethics in an atmosphere of integrity and honesty. We are committed to deliver quality products and service. Rigid quality control processes are ingrained in our processes to ensure that a quality product is delivered. We are strongly focused and highly successful in bringing projects in on budget and within the schedule.

OEI offers the City of Las Vegas the following advantages:

- *OEI is highly focused on providing quality services to local governments. We have long standing relationships and experience with all of the applicable funding sources and administering agencies. We know how to acquire funding and can help you with the administration.*
- *Key team members of OEI have extensive working experience in the Las Vegas and San Miguel County area. OEI currently has an on-call utility contract with the City. The City knows they will receive respectful and responsive service from our team.*

- *We will become your partners in making your job easier and contributing to your success by helping you improve the quality of life for Las Vegas residents.*
- *Long-time OEI principals will be the City's primary point of contact and they will always be accessible and available to you.*
- *We understand the fiscal constraints that local governments are faced with. We know how to get the most bang for the buck in the rural communities.*
- *We are a part of and therefore understand the customs and culture of the area.*

We have 52 associates, including 17 professional engineers, supported by experienced and highly qualified designers and technicians, project administrators and construction representatives. Several of our engineers have between 35 and 45 years of engineering experience in various capacities. *There is no project that we cannot design and no problem that we cannot solve.* Our engineers consist of some of the most respected professionals in the state.

Our staff has a long history of providing consulting services to communities in New Mexico. We not only have a keen understanding of the engineering design services required for the scope of services defined under this Request for Proposal but we are also very familiar with all NMDOT requirements as many of our engineers are retired NMDOT professionals.

The City is familiar with the specialized expertise and technical competence that former Engineers Inc. representatives brought to this type of project. The same familiar team members, including Niva Romero, Wayland Oliver, Dave Maxwell, Danny Aragon, Stephen Parker and Duane Gray, will bring their expertise and competence to this project. With the merger, we now have additional specialized expertise and capacity to add to the team including Scott Verhines, P.E., (former State Engineer), Carlos Ruiz, P.E. (retired NMDOT from our Santa Fe office) and Chuck Easterling, P.E., who is one of the most respected drainage experts in the state.

Our team includes Marron and Associates for environmental documentation and permitting. They have worked with us on several previous projects and are highly respected in the State for their quality work.



SPECIALIZED PLANNING, DESIGN AND TECHNICAL COMPETENCE

The Occam Engineers Inc. team brings a wealth of applicable experience to road and drainage improvement projects. We will work and communicate effectively with the City and have the proven technical competence to enable successful projects that the City will be proud of. The categories of specialized design and technical competence possessed by us that are applicable to this RFP include the following:

- 1. Applicable and significant experience with the planning, design and construction of urban roadways.**
- 2. Storm Drainage systems including storm sewers, flood channels, detention/retention basins, flood/drainage studies and drainage master plans.**
- 3. Funding Development and Grant Writing Assistance.**
- 4. Construction support including administration, construction observation and serving as project representative.**

* * *

- 1. Applicable and significant experience with the planning, design and construction of urban roadways.**

Occam Engineers Inc. has completed more than three hundred urban street projects, funded through various programs including the Community Development Block Grant (CDBG) program, all of the applicable NMDOT funding programs including Cooperative, Municipal Arterial Project, LTAP, HISP, TAP, Safety, Safe Routes to School, NMFA Planning, Colonias Infrastructure Program, Water Trust Board (for flood control), FEMA, US Army Corps of Engineers and US Bureau of Reclamation programs.

Seventeen examples of recently completed urban street projects that were similar in size and scope are shown below. Nine of these were at least partially funded through the CDBG program.

- Village of Ft. Sumner, Ave. A Reconstruction, 2016
- Town of Carrizozo, Birch & Aspen Streets Reconstruction, 2016
- Town of Elida GRIP II Town Square Improvements, 2012
- San Miguel County Harris Road Street Improvements, 2012
- City of Santa Rosa Lake Drive Reconstruction, 2013

- City of Santa Rosa 8th Street Reconstruction, 2012
- Town of Hurley Diaz Avenue Street Improvements, 2013
- City of Deming Florida Street Improvements, 2013
- City of Lordsburg Railway and Short Street Reconstruction, 2013
- Town of Hurley Lea Street Improvements, 2014
- Town of Silver City Santa Rita Street Reconstruction, 2014
- Town of Taos Bertha Street Reconstruction, 2014
- Hidalgo County Animas Streets Reconstruction, 2014
- Catron County Rancho Grande Streets Reconstruction, 2014
- NMDOT Old US 180 Reconstruction, Santa Clara, 2012
- City of Alamogordo Hamilton Road Reconstruction, 2012
- City of Bayard North Yucca Street Improvements, 2013

Our experience on diverse projects will enable us to provide the City with services of the highest quality, while keeping your needs, budget and schedule on track. We understand our client's desire to have one source accountability backed by a team with demonstrated expertise.

Our street and roadway project experience includes arterial streets, local streets, ADA and safety improvements, traffic analysis/studies, culvert crossings, bicycle and pedestrian facilities, corridor studies, signalization, lighting and comprehensive transportation studies, corridor and alignment studies for roadways and pipelines; traffic assessments; access studies and roadway permits; roadway safety assessments; roadway geometric design; pavement thickness design (rigid & flexible); traffic control plans; traffic phasing; SWPPP/NPDES/SPCC plans, storm sewer, hydrologic analysis, bridge structures, multi-plate structure bridge approaches, and vertical and horizontal alignments. Our team has a number of highly experienced highway engineers and technicians who were formerly employed by the NMDOT. Our Santa Fe office is available as a resource for coordination with the NMDOT on a daily basis.



Occam Engineers Inc. Design Review Meeting with the NMDOT



SPECIALIZED PLANNING, DESIGN AND TECHNICAL COMPETENCE

STORM DRAINAGE SYSTEMS including storm sewers, flood channels, detention/retention basins, flood/drainage studies and drainage master plans.

Occam Engineers Inc. has successfully completed many storm water systems for municipal and county governments. Storm drainage systems include storm sewers, flood channels, detention/retention basins, flood/drainage studies, FEMA flood studies, and drainage master plans. The capability of our team with respect to storm drainage systems is substantial having completed over 500 drainage, flood control and erosion control studies and designs leading to construction – from relatively large dams protecting urban areas to site grading and drainage plans for commercial facilities.

Chuck Easterling, Principal Engineer, is one of the most respected storm water professionals in the state. We are currently re-writing NMDOT's Drainage Manuals, performing on-call services with the US Bureau of Reclamation and performing storm water drainage related work for several local, state and federal governments within New Mexico and Texas. In this regard we have on-staff strong modeling expertise for hydrology, hydraulics and GIS applications in storm water planning, design and management.

Work Plan to Perform Scope of Services, Quality Control, Project Management and Team Communication, Progress Inspection and Reports.

Effective communication has driven the success of long-term relationships between OEI and our clients. We will seek first to understand the full intent of the City's purpose and need for the services required. Effective listening is essential for good communication. Engineers often tend to approach problems with a preconceived idea of the best solution, approaching the problem from a purely engineering standpoint. Other factors such as an owner's primary purpose, need, impacts and budget constraints are essential to providing appropriate and relevant services. If we do not truly understand what you want to accomplish, time can be wasted on engineering activities that do not contribute to addressing the City's intended purpose and need, within your constraints. Our understanding of the City's purpose, need and constraints for projects and activities will be carefully developed and reviewed upon inception and throughout the delivery of services.

To ensure that services are provided in a correct and timely fashion, OEI understands that we are also respon-

sible for communication with other project stakeholders such as affected utility companies, regulatory agencies, adjacent property owners (as needed), additional departments within the City that may be affected, and others.

Applicable City representatives are extremely busy and depend on OEI to keep products of our services well organized, including reminders of tasks needing completion by City staff. We will make your job easier and help you to work more efficiently by providing timely communications well in advance of needed actions.

OEI will spend a large amount of face-time with City staff. The most effective communication is face-to-face on the actual project site. OEI knows the best methods and times of each day to communicate with City representatives. The City will also know how to reach OEI representatives. We are accessible at any time; either at the office or through our cell phones. It doesn't matter what day or time we are called; we will respond to your requests immediately.

Communication must be part of any project management plan. Effective communication is critical at certain milestones within the project process. Successful management of construction begins before construction and continues to completion. The engineer must know the construction process and potential challenges that could arise. OEI engineers possess hands-on applicable construction experience and consider constructability issues throughout the planning and design process. Any services associated with project construction phase would be conducted with experienced personnel.

OEI utilizes an online project management application "Basecamp" to support coordination between members of our internal project team as well as our clients. Basecamp is intuitive and robust allowing us to manage and communicate project documents, schedules and "to do" lists, versioning, document storage, and messaging.

Planning

- As early as development of the concept, scope, and conceptual cost, the engineer must envision how the project will be constructed and identify issues that will affect construction methodology and costs. Project complexities will often necessitate innovative approaches to simplify construction and thereby decrease costs. We consult with contractors and applicable vendors whenever areas of unfamiliarity in the construction process are broached.



SPECIALIZED PLANNING, DESIGN AND TECHNICAL COMPETENCE

Design

- Depending on the size and complexity of the project, the Engineers conduct two to four design reviews on the project site and with the Owner during the design process.
- Design is influenced by the vision of how the project will be constructed with the Project Engineer guiding the process. Construction documents are prepared by putting ourselves in the place of a contractor who is bidding or constructing the project. Experienced Senior Engineers provide quality assurance on all projects. They review plans with constructability in mind. At times as deemed necessary, we have other staff such as construction representatives or contractors review plans for constructability.
- During the pre-bid conference we provide the opportunity for prospective bidders to provide feedback concerning constructability issues and the schedule for construction. We listen and will make improvements in our construction documents by addendum when appropriate. We listen and will make improvements in our construction documents by addendum when appropriate.

Construction

- During the pre-construction conference, we will work with the contractor to define and clarify the construction approach and methodology. Issues are also defined and clarified that pertain to traffic control, access to adjacent property, construction schedule, and critical milestones.
- The project site and adjacent structures are videotaped prior to any construction taking place to document actual condition prior to construction. This often prevents false claims by adjacent property owners concerning damage to their property by construction. After construction staking has been completed, we review the construction staking prior to actual construction to confirm that the intent of the design fits the site. If necessary, adjustments can be made at this point to prevent re-work of the construction and avoid conflict at a later point.
- During the pre-construction meeting, a decision is made concerning the frequency of periodic construction meetings between the client, OEI, affected utility companies and the contractor. Plans for the up-

coming period and any issues of concern are discussed and resolved at these meetings. If problems do occur, we seek quick resolution and involve our Quality Assurance Manager and the client as soon as the problem is known. The CEO is also notified and becomes involved depending on the seriousness of the problem.

Cost Control of Design Process:

Before an agreement or work-order is executed, we will interview the City concerning the objectives and requirements of the project, perform the necessary research, define the scope of work in detail and then provide a lump sum fee proposal for consideration. If the City prefers to work on a time and expense basis, an upper target amount is always provided. The design fee is determined through development of a detailed list of task requirements. Design team members are involved in determination of the budget hours needed for each task and are held accountable for completion of tasks within the budgeted hours. The amount of time on each project is tracked on a weekly basis through our accounting and project management software. If the design is trending over budget then the Project Manager meets with the team and makes any possible adjustments to get the project on track. With each invoice the status of the project is reported and the amounts of funds remaining are indicated. If, on a time and expense type agreement, the project manager sees that we are approaching the upper target amount then an estimate is made of the remaining amount of work and expense. If it is evident that the target amount will be exceeded, then the client is informed and, if justified, the upper target amount is re-negotiated.

Cost Control of Construction Component:

OEI will verify the total project (including construction, right-of-way, etc.) budget before an agreement for design is negotiated. The feasibility of meeting the project's purpose and need with the available funding is assessed as early as possible in the engineering process and adjustments in the project's construction scope or phasing are recommended and/or assistance is provided to obtain additional funding. Realistic estimates of construction costs are made at each milestone of the engineering pre-construction process and compared with the amount of available funding. Adjustments are made in the scope of construction and/or a phasing plan is implemented if estimates indicate that available funding is insufficient. Flexibility is provided to the client for possible unanticipated positive or negative fluctuations in bidding prices through the use of additive alternatives or bid lots.



SPECIALIZED PLANNING, DESIGN AND TECHNICAL COMPETENCE

GRANTSMANSHIP

Our Grant Administrator, Lisa Campbell, attends all application and implementation workshops pertaining to grant and loan programs in the State. She is well known and highly respected by representatives of various funding agencies. OEI assists communities to identify funding sources and assists with financial packaging and funding applications. Because of size and isolation, rural communities often have difficulty finding help and resources in addressing community needs. We join together with these communities to coordinate efforts and share expertise to help strengthen the presence of the communities with state and federal agencies. The Grant Writing Team takes pride in assisting communities with identification of funding sources and assisting with financial packaging and writing funding applications. The Team works together with engineers in the firm to complete projects within the time allowed and within budget, so communities close-out their project before the next application cycle. When applications are successful, the team searches for additional sources of funding, enabling completion of a larger project. We strongly urge effective planning to maximize opportunities to secure funding and to avoid delays in planning and construction.

We believe that our success in Grant Writing is attributable to the processes we follow. All applications are reviewed by the Grant Writer, Lisa Campbell, and the scope of work is reviewed by an appropriately experienced Registered Engineer. Applications are reviewed by three professionals, plus the communities, before submission. We have many years of experience and we give 100% of our attention as it's our reputation on the line. Our team can assist the City in their grant administration or we are available to contract for all your grant administration needs. Since many of our clients are small water associations, municipalities and rural county governments that have limited fiscal capacity and cannot afford even minor budget over-runs, they are dependent upon federal and state government grants that require rigid schedule compliance to qualify for future funding.

Occam Engineers Inc. offers hands-on experience in assisting communities in becoming familiar with the various types of funding programs and works closely with the community in the application and administration process. We not only explain how the process is done, but provide guidance through the process for long-term success. Grant administration does not only consist of ap-

plications but also includes administration of the funding sources' rules and regulations for each entity. The team has a wide variety of experience that includes both State and Federal Programs.

The Grant Writing Team regularly attends application and implementation workshops pertaining to grant and loan programs within the State. OEI assists in acquiring interim financing for projects. Interim financing are sources of early funding for projects such as USDA/RD that will be needed to pay pre-development costs prior to receiving federal program funding. Some of the programs we have provided communities with assistance for are shown below.

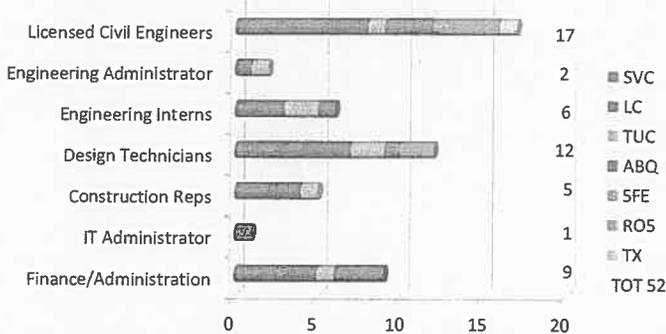
AGENCY
New Mexico Department of Transportation
Safety Improvement Program
Municipal Arterial Program (MAP)
County Arterial Program
School Bus Route
Cooperative Agreement Program
Enhancement Funds
Safety Route to School Program
Legislative Severance Tax Bonds
New Mexico Department of Finance and Administration Local Government Division
Community Development Block Grant Program
Planning Grants
Economic Development Funds
Emergency Funding
ARRA Funding
Colonias Funding
Federal Highway Administration
Transportation, Community and System Preservation Program
Scenic Byways Program
Transportation Enhancement Program



CAPACITY AND CAPABILITY

For over three decades the multitude of public works projects we have completed throughout New Mexico have demonstrated how good designs save money, both during construction and operation. Our professional disciplines provide a full range of essential services in an environment of advancing technology and increasing regulation. With our staff of 17 professional engineers, a well-qualified, experienced production staff of designers, engineering technicians, CADD operators and administrative personnel, support them. Through effective resource planning, our firm ensures that the project team has the capacity and capability to complete the project in accordance with your expectations.

We will manage and complete projects for the City out of our Tucumcari office with specialized expertise, quality assurance/oversight and “back-up” support provided from our Roswell and Silver City offices. The bar chart below demonstrates the full capacity of Occam Engineers Inc. In addition, we have several part-time consultants who work with us as needed to provide additional capacity. The CEO and Office Managers meet on a weekly basis to assess deficiencies and divert resources as necessary for timely completion of projects. We are able to supplement the Tucumcari team in case there is a need for additional capacity to meet a deadline.



The following abbreviated resumes outline the relevant experience of the key personnel for this project:

SCOTT A. VERHINES, PE, BSCE, MSCE, MBA, NM LICENSE #8706, CHIEF EXECUTIVE OFFICER



Mr. Verhines is a New Mexico native and resident of Albuquerque, NM. He is a Civil Engineer with over 38 years of experience focusing on water resource, transportation and drainage/flood control projects. Scott has a strong background in water resources engineering from both a technical and practical standpoint. His undergraduate degree in Civil Engineering emphasized hy-

draulics and hydrology, and his Master’s degree from UNM focused specifically on water resources. He has managed and participated in the preparation of over 200 hydrologic/hydraulic studies ranging in size from individual residential lots to over 500 square miles of watershed. He has planned and designed over 60 major transportation projects, including over 100 miles of rural highway and urban roadway projects in the last ten years. He has overseen the analysis and design of drainage/flood control infrastructure projects from \$5000 to over \$15 million in construction cost, transportation projects to over \$30 million, and water supply projects to over \$500 million. His experience lends particular project strength in the areas of program management, public involvement, collaborative decision-making and coordinating multi-task and multi-discipline projects involving a variety of local, state and federal agencies. As the New Mexico State Engineer from 2011 to 2014, he served as the State’s top water manager administering the state’s water resources and overseeing 330 professional staff in eight offices statewide.

DAVE MAXWELL, P.E. NM LICENSE #8768 CHIEF OPERATING OFFICER



Mr. Maxwell was the CEO and founder of Engineers Inc. He has over 40 years of experience in civil engineering design and construction. As the Engineer-in-Charge, Mr. Maxwell completed more than 150 street, roadway and highway projects for local, state and federal governments and industrial clients. He served as the Project Manager for the NMDOT on six rural highway construction projects ranging in cost from approximately \$5 to \$27 million dollars and two urban highway projects ranching in cost from \$2 to approximately \$8 million on construction cost. Mr. Maxwell also completed two location (corridor) studies for NMDOT including a relief route and improvements to major urban arterials. Mr. Maxwell has significant experience with project management, design and construction of street, roadway, highway, flood control, reservoirs and water and wastewater systems for local governments across the State including water production wells, storage, booster pumping stations and sewage lift stations, water transmission and distribution pipelines and sanitary sewer collections systems. He has also completed engineering for retention basins and reservoirs for flood control and numerous irrigation diversion dams, levees, canals and flood channels along the Gila River, San Francisco River, and Mimbres River in southwestern NM.



CAPACITY AND CAPABILITY

CHARLES M. EASTERLING, P.E., VICE-PRESIDENT - NM LICENSE #6411



Mr. Easterling is a New Mexico native and one of the state's leading water resource engineers. He has been practicing since 1973, and in New Mexico since 1977. Chuck oversees hydrologic and hydraulic analyses and design for a wide variety of water resource related projects. As Vice President of Occam|EC he served as Principal in Charge and Project Manager for on-call contracts with the US Bureau of Reclamation, NMDOT, AMAFCA, SSCAFCA and ESCAFCA providing quality control and assurance on water resource projects. Prior to the merger of Occam|EC with Easterling Consultants, LLC, Chuck was President of Easterling Consultants, LLC, and oversaw all engineering assignments undertaken by the firm. Completed was a re-write of the City of Albuquerque Drainage Ordinance to comply with US EPA MS4 permit with the objective being to implement Low Impact Development/Green Infrastructure design and maintenance in all future construction and development projects. Lead author for Hydrology section of the NMDOT Drainage Design Manual (1995) and updated to incorporate latest methodology, technology and LID analysis and design methods. Chuck was also President of Easterling & Associates, Inc., prior to the previous company, in which he served as Principal-In-Charge on all drainage and infrastructure master planning projects.

WAYLAND OLIVER, P.E. - PROJECT MANAGER/ENGINEER - NM REGISTRATION #18112



Mr. Oliver received his Bachelor's Degree in Civil Engineering from NMSU in 1995 and has returned to Quay County and his hometown of Tucumcari. His primary experience includes planning and design of water, wastewater, and street projects for small municipalities and private clients. He also completed pavement management plans and provided technical guidance for infrastructure master plans. His experience in streets and drainage include both rural and urban projects ranging from county collectors with drainage and base course improvements to urban streets with utility upgrades, concrete drive-pads, curb and gutter, sidewalks, and ADA ramps. A few recent street improvement projects include the River Road CDBG Improvements, Quay County Cedar Breaks Road CDBG Improvements, Taos Bertha Street Improvements, San Miguel County Sheridan Road Improvements, Sabinoso Road CDBG Improvements, Santa Rosa 8th Street ARRA Street &

Drainage Improvements, Santa Rosa Lake Drive Improvements and Pavement Management Plans for Logan and Santa Rosa.

DUANE GRAY, P.E. - QUALITY CONTROL & QUALITY ASSURANCE - NM LICENSE #5654



Mr. Gray has 40 years of experience as a highway engineer. Since joining Engineers Inc. in 1992 he has served as a senior civil engineer for transportation projects. He has served as the engineer-in-charge on more than 200 major street and highway projects completed for municipalities in New Mexico and several projects for the New Mexico Department of Transportation. Mr. Gray worked for the New Mexico State Highway Transportation Department for 22 years. He was the Rural Highway Section Head for 4 years and supervised 7-9 other team leaders who each had assigned to them approximately \$25 million dollars worth of projects each year.

CARLOS O. RUIZ, P.E., AVS, NM LICENSE #11750,



Mr. Ruiz is a professional engineer with more than 40 years of Civil Engineering experience in the United States and in the country of Mexico. Carlos has worked extensively for the public sector and the private sector throughout the State of New Mexico, Eastern Arizona and the country of Mexico, particularly in the New Mexico Southern International border region. Since immigrating to the United States in 1977, Mr. Ruiz has practiced civil engineering for several consulting engineering firms in the State of New Mexico. Experience includes design and project management of general utility, airports, highways, rural and urban roads, sanitary and storm sewer collection systems, small rural waste treatment facilities, land development, transportation engineering design, among others. Mr. Ruiz worked for 18 years for the New Mexico Department of Transportation and among his responsibilities was the Director of the Office of International Programs, the State Value Engineering Coordinator and Project Development Engineer, Northern Design Center. While in charge of the NMDOT Value Engineering Program, Mr. Ruiz was a member of the ASSHTO Value Engineering Technical Committee for ten years, out of which two years he served as Chairman. Mr. Ruiz participated or conducted dozens of Value Engineering Workshops all over the State of New Mexico resulting in great savings to the New Mexico Department of Transportation. Mr. Ruiz is a member of SAVE International and a member of the National Society of Professional Engineers.



CAPACITY AND CAPABILITY

NIVA ROMERO, CONTRACT ADMINISTRATION



Ms. Romero has worked in and around construction for 22 years. She has been a construction supervisor, truck foreman, and an office manager for a construction company. She has conducted bid openings and is knowledgeable of all forms used for various funding agencies, as well as the proper paperwork required to complete any project. Niva is familiar with grant funding, construction contracts, payroll requirements, labor regulations, pay applications, submittal review and processing, and project close-out requirements.

LISA CAMPBELL - GRANT ADMINISTRATION



A 2006 graduate of Western New Mexico University with a B.S. in Business Management, Ms. Campbell has been with Engineers Inc. for 20 years of which 18 years have been dedicated to Grant Administration. Lisa has been extremely successful in administering grants from various programs such as the NMDOT, Small Cities Community Development Block Grant Program (CDBG), Legislative Appropriation, programs through NMED and USDA/Rural Utilities Service. She is familiar with federal and state agency requirements for bidding, contract management and construction of these programs. As Grant Administrator, Lisa provides operational tools to ensure meeting technical, budgetary, and scheduling requirements of projects as well as effective communication with the general public and government agencies.

ROBERT C. KURTZ, P.E., NM LICENSE #11823



Mr. Kurtz retired in May, 2013, after 22 years with the NMDOT, the last eight of which was Assistant District Engineer for Engineering Support. In this role he oversaw the Technical Support, Traffic and Bridge Inspection Units. He has previously served as Traffic Engineer and Assistant Technical Support Engineer. Before coming to work with the NMDOT, he spent five years as an Engineer Officer on Active Duty with the United States Army. Bob has a Bachelor of Science in Civil Engineering from Purdue University and a Masters of Science in Civil Engineering from New Mexico State University.

RICHARD MAYNES, P.E. - NM LICENSE #14503



Mr. Maynes has 20 years of experience in the planning, design and construction of civil, utility and structural engineering projects. At Engineers Inc. he serves as a project engineer and also manages projects as needed. Mr. Maynes has successfully completed numerous projects around the state of New Mexico for municipal and county governments, the mining industry and the New Mexico Department of Transportation. His civil engineering capabilities include roadway design, drainage studies and reports, site design, structural design and construction management. He worked with NMDOT District 1 as the District's Bridge Engineer until 2011 when he rejoined Engineers Inc. Some of his recent project experience includes the NM#15 Improvements in Silver City, NM; NM#30 Reconstruction, Espanola to NM#502 for the NMDOT; Cobre to Chino Haul Road and NM#152 Overpass; and the Pear/Florida Drainage Improvements in Deming, NM.

ABILITY TO CONDUCT PUBLIC MEETINGS

Occam Engineers Inc. has conducted many public information meetings and has solicited public response effectively for many previous projects. Many of our staff are bilingual allowing us to communicate effectively with the Spanish speaking residents of the area. Public information meetings typically involve advertisement through the local newspaper(s), radio station(s), as well as individual fliers mailed to area residents.

ABILITY TO INCORPORATE ENERGY CONSERVING AND SUSTAINABLE MEASURES INTO PROJECT DESIGN

We plan long-term efficiency and sustainability into a project's design. The approach uses life-cycle cost analysis in which alternatives are compared on the basis of total life costs including construction, maintenance and operation. Maintenance costs can be reduced by designing conveyance structures for self cleaning velocities. Energy costs and expense may be saved by recycling materials. For example, if a roadway surface is reconstructed we may be able to process existing surfacing and use it for base course material. One example is how the City of Deming stored and combined storm water with wastewater effluent to irrigate their recreational facilities. There may be an opportunity to do something similar on projects for the City of Las Vegas.



CAPACITY AND CAPABILITY

TIMELY BASIS

With our close office in Tucumcari, we are frequently in the area and are able to respond to your requests immediately and cost effectively. *We have an outstanding record of past performance in bringing projects in on schedule and within budget.* There is stability in the people employed at Occam Engineers Inc. Our clients see the same faces year after year and know what to expect from us. We attribute our growth to:

- **Performance in Control of Costs**
- **Quality of Work**
- **Ability to Meet Schedules**

Occam Engineers Inc. has completed projects for a large number of small rural communities who are dependent upon grants to complete project work. These small communities do not have additional funds available to pay for any project over-runs that exceed the available grant funds. In addition, projects must be completed before applications will be accepted for additional project funding. *Significant experience in working with these kinds of constraints has resulted in development of a culture which focuses on assurance that the project's budget and schedule are not exceeded.* During our many years of providing service, including completion of hundreds of public works projects, we have consistently delivered the vast majority of our projects within budget and on time. We have a superior past record of performance that can be confirmed by interviewing our repeat clients.

Before the engineering agreement is negotiated, we determine what the project's construction budget is and design the project accordingly. The feasibility of meeting the project's purpose and need with the available funding is assessed as early as possible in the engineering process. If necessary, adjustments in the project's construction scope or phasing are recommended to the client and/or assistance is provided to obtain additional funding.

PAST RECORD OF PERFORMANCE

REPRESENTATIVE PROJECTS

Alamogordo FY-09 Street and Utility Maintenance **Bob Johnson, Contracts Coordinator, 575-439-4129**

Occam Engineers Inc. worked on this project encompassing approximately 36,000 lineal feet of water mainline replacement (6" to 12") and also included associated meters, service lines and fire hydrants, replacement and/or upgrading of deteriorated sewer line, ADA improvements, curb and gutter replacement, paving improve-

ments, reconstruction of intersections to provide positive drainage, and the addition of two major concrete box culverts on approximately seven miles of 13 city streets, two of which were arterials. The project was funded through a bond issue.

Nizhoni Boulevard Extension Phase II **Client: McKinley County/NMDOT**



The Nizhoni Boulevard Extension Phase II (total construction cost approximately \$4,000,000.) was originally designed based on the County's direction for a northern corridor extension of the exist-

ing Nizhoni Boulevard Phase I. Phase II was partially funded by the Federal Government; the project was shelved while additional funding was sought through the NM Legislature. When legislative funds were allocated in early 2006 the Federal funds were set to expire in September 30, 2006. Due in part to a future major hospital along the northern corridor the County opted for a new design south of the future hospital location. Occam Engineers Inc., with the help of the NMDOT District 6 and McKinley County, fast tracked the new design beginning in May 2006 through August 2006. Bids were opened at the beginning of September and the Construction Contract was executed by September 29, 2006; we met the Federal funding deadline and construction began in November 2006. During the NMDOT Final Plan set review in Gallup, Occam Engineers Inc. was complimented on the high quality of the design plans and our ability to meet the aggressive fast track schedule. We were complimented throughout construction by NMDOT District 6 for the comprehensive and well designed plan set.

City of Carlsbad - Callaway Low Water Crossing

Callaway Drive which crosses the Pecos River on the north side of Carlsbad and accesses substantial developments across the river, was washed out due to heavy flooding that occurred in 2004. The \$1.25 million dollar project included concrete pavement, concrete curb and gutter, concrete slope blankets, reinforced concrete and four 14' x 4'8" steel multi-plate under-drain structures setting on top of 3' stem walls, detour, and dike. This low water crossing resembles the flume in the background of the picture to the right. The structure is designed to pass high volume floods over the top.



PAST RECORD OF PERFORMANCE

REPRESENTATIVE PROJECTS

**Deming Spruce Street Realignment with Pine Street
Aaron Sera, City Administrator, 575-546-8848**



The existing alignment on the east end of Spruce Street in Deming, New Mexico, intersected Pine Street at a very acute angle. Spruce Street was realigned to intersect closer to a more desirable angle and to

also line up with a major entrance road into a large shopping center that included a Wal-Mart, access road to Pine Street, and numerous other commercial developments on the other side of the access road. The east-bound lanes of the four-lane divided Pine Street were also realigned and a new and narrower median provided. Pine Street in Deming is also a New Mexico State Highway. Existing access had to be adjusted to fit the new intersection and the intersection geometry was complicated by another side street named Mesa Street which made the pre-development area a five-legged intersection. The complicated access of Mesa Street to still have at least one-way access, required numerous geometry iterations, coordination, and reviews by NMDOT personnel, until the final design was resolved to the satisfaction of all parties involved. This new intersection also received the design for a near future signalization addition with all underground work for the signals included, expecting the above ground installation for signals to be completed after the intersection warrants the signal. Roadway and intersection lighting was also provided in the design. Additional property acquisition and utility easement graphics were determined and the appropriate legal instruments were provided to the City for land use and transfer of ownership changes. A Scoping Report, preliminary, pre-final, and final design progress milestone plans/reports were provided for client and funding agencies reviews and approvals.

**Texas Street Reconstruction - Phase I A/B Report
Contact: Jason Burns, Proj. Admin., 575-885-1185**



Occam Engineers Inc. is currently conducting a Phase I-A/B Location Study for Texas Street from 12th east to 1st Street, a distance of approx. one mile. The project scope is to reconstruct this major east/west route within the City of

Carlsbad. The project will include the total reconstruction of the existing roadway, new curb and gutter, sidewalk,

ADA ramps, overhead lighting, permanent signing and striping. In addition, there may be need to construct new water and sewer lines as part of the project. Once the Phase I-A/B Report is completed this fall and a preferred alternative is selected, preliminary design will begin at the end of the calendar year. The construction cost is estimated to be in the \$3.0 to \$3.25 million range.

**Silver City - Little Walnut Road Arterial
Peter Pena, Public Works Director, 575-388-4640**



Occam Engineers Inc. has worked with the Town of Silver City to develop the Little Walnut Road Arterial project with an estimated total build out cost of approximately \$8,000,000.

This project was funded with M.A.P., ISTEPA, Legislative Allocation, and local funds. It included widening an existing two lane road to four lanes with a center turning lane, a signalized intersection with US 180, extensive drainage improvements, new curb and gutter, sidewalks, bicycle paths, correction of access conflicts and ADA improvements for a minor arterial in Silver City. This project was divided into three phases with Phase II recently completed. Total project length is approximately 2 1/2 miles. Phase III design work has been completed but construction is awaiting funding availability.

Alamogordo Hamilton Road Reconstruction & Drainage Improvements, Bob Johnson, 575-439-4129



Hamilton Road consisted of several types of cross sections with some having curb and gutter and other sections being without. The widths, slopes and pavement surfaces of the roadway varied from the north to the south end. Drainage

along the entire length of Hamilton Road was an issue as most of the existing drainage structures were undersized. Water accumulated and ponded along the roadway creating hazardous driving conditions and damage to the road surfaces. We completed a Scoping Report for the City along with surveying and mapping, preliminary and final design. The City of Alamogordo funded the project with an established bond. Roadway was resurfaced, curbs, gutters, ADA ramps and sidewalks were installed. New storm water crossings were installed at critical points along the roadway. Parallel storm drains, drainage channels, retention ponds and two concrete box culverts were also installed to ensure proper drainage. Relocation of underground water and sewer lines were completed during the project.



3. PAST RECORD OF PERFORMANCE - Our past performance in providing funding assistance through the various programs include:

FUNDING SOURCE	NUMBER OF PROJECTS	ENTITY	PROJECT TYPE	YEAR FUNDED
(CDBG) PLANNING	50	MUNICIPALITIES/COUNTIES AND WATER ASSOCIATIONS	(PER'S/ER/ASSET MANagements, COMPREHENSIVE PLANS, MASTER DRAINAGE PLANS, SIGNAGE PLANS, ETC.)	
NMFA PLANNING	60	MUNICIPALITIES/COUNTIES AND WATER ASSOCIATIONS	(PER'S/ER/S/ ASSET MANAGEMENT PLANS, WATER CONSERVATION PLANS, 40 YEAR MASTER PLAN, ETC)	
		Village of Ft. Sumner	PER	2016
		City of Truth or Consequences	WCP	2015
		Timberon WSD	WCP/AMP	2016
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	300			
		City of Moriarty	Street & Drainage Imp.	2014
		City of Santa Rosa	Street & Drainage Imp.	2014
		Quay County	Street & Drainage Imp.	2014
		San Miguel County	Street & Drainage Imp.	2014
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COLONIAS	40			
		Town of Silver City	Water/Sewer	2016
		City of Bayard	Street & Drainage Imp.	2016
		City of Deming	Street & Drainage Imp.	2015
		Town of Hurley	Street & Drainage Imp.	2015
NMDOT (MAP, COOP, CAP, HSIP, SAFETY, ISTEM, TEA, ARRA, FHWA, TAP)	350			
		City of Deming	Street & Drainage Imp.	2014
USDA/RURAL DEVELOPMENT (RUS) (Water/Sewer System Improvements)	70			
		Otis MDWC&SWA	Water System Imp.	2012
		Picacho MDWCA	Water System Imp.	2013
		Timberon WSD	Water System Imp.	2014
		Cottonwood MDWCA	Water System Imp.	2015
COLONIAS INFRASTRUCTURE FUND (NMFA - CIF) (Water/Sewer/Roadway/Street and Drainage Improvements)	31			
		Catron County	Street & Drainage Imp.	2014
		Luna County	Street & Drainage Imp.	2014
		Hidalgo County	Street & Drainage Imp.	2015
		Village of Loving	WW Collection System	2015
CAPITAL OUTLAY (LEGISLATIVE APPROPRIATIONS - SAP, HM, GF, HE)	350			



PAST RECORD OF PERFORMANCE

STORM WATER PROJECTS

South Roswell Drainage Management Plan 1995-1997

- Louis Najjar, P.E., City Engineer, 575-624-6700

Under contract to the City of Roswell, the project team provided data collection, hydrologic and hydraulic analyses, alternatives comparison, and conceptual design associated with proposed drainage improvements to the southern portions of Roswell and adjacent areas of Chaves County. The study area included portions of 40 sq. miles and two major flood control channels – the south Spring River and the Rio Hondo. The drainage basin itself comprises an area of approximately 24 sq. mi. of which approximately half was located in the urbanized area, and the remaining half consisted of rangeland. The basin was divided into numerous sub-basins and existing and future development conditions hydrology, and associated drainage and flooding problems, were analyzed.

Drainage improvement alternatives were developed. The 10-year and 100-year 24-hour duration storm runoff hydrographs from the drainage sub-basins were modeled with the AHYMO194 computer program. The hydrologic and hydraulic models were calibrated from intensive field investigations, surveys and observations during real flood events. The hydraulic capacity of all existing arroyos, channels, streets, storm drains, storm drain inlets, detention ponds and culverts were determined. Capacities were then compared with the existing and future development condition runoff peak discharges and runoff volumes, to determine where deficiencies existed. Existing and future storm drainage facilities were modeled with the HYDRA hydraulic computer program. Drainage improvement alternatives were developed with recommended priorities for implementation, and cost estimates for land acquisition, construction and engineering were also included. The drainage management plan resulted in flood control infrastructure recommendations including channel improvements, detention, storm drainage piping and outlet works totaling approximately \$20 million. A proposed phasing plan was also developed to implement the improvements over a 20-year period. The team subsequently designed the first phase – the Cahoon Detention Basin, including detention, inlet and collection piping, outlet works, roadway improvements and associated appurtenances. Phase 1 improvements have been constructed.

City of Deming Drainage Project

Aaron Sera, City Administrator, 575-546-8848

In the past, due to the lack of storm water control structures, the City of Deming has experienced significant flooding during storm events, in particular, along Florida and Pear Streets which intersect a major portion of the City's storm water flows. Ponding on roadways and ROW ditches created hazards for vehicle traffic, pedestrians and bicyclists. The City used Colonias grant funding to have us develop a City Wide Master Drainage Plan in 2004 and an update in 2007. The City has implemented numerous drainage plan recommendations including construction of two large storm water retention ponds, one each at the southeast and southwest corners of the City limits; we provided design plans for both projects. The southwest retention pond located near the west end of Pear Street effectively stops the southeasterly flow of storm water onto the Pear Street/8th Street intersection, one of the major ponding locations in the past. Storm water flows travel from the east end of both Florida Street and Pear Street south along Country Club to the J Street (southeast) retention pond. Other drainage improvement recommendations implemented include 1.) construction of a battery of new storm drain culverts at the Florida Street/Country Club Road intersection to ease the previous flooding issues at (and west of) the intersection; 2.) construction of a battery of storm drain culverts at the Pear Street/Country Club Road intersection to ease previous intersection flooding and 3.) widening the ROW ditch along the north side of a seven block section of Florida Street to minimize local flooding and prevent storm water flow breaching Florida Street and flooding south side residences and businesses. We designed another large drainage project along Pear Street east of 8th Street. The design will decrease the current flooding along Pear Street, between Nickel and Slate Streets, a notorious location for residential flooding problems. Storm water will be captured by drop inlets and transferred to the southwest retention pond by gravity and force main underground storm drain pipe system. The master drainage plan provided by Occam Engineers Inc. has enabled the City to develop a long range drainage improvement plan utilizing annual grant funding cycles such as CDBG and NMDOT.



PAST RECORD OF PERFORMANCE

We have had a number of On-Call General Services Contracts as shown below. We encourage the City to contact the references listed:

CLIENT	CONTACT	POSITION	TELEPHONE
City of Artesia	Byron Landfair	Infrastructure Director	575-746-9821
City of Alamogordo	Nancy Beshaler	Project Manager	575-439-4230
City of Bayard	Kristina Ortiz	Clerk-Treasurer	575-537-3327
City of Deming	Jim Massengill	Public Works Director	575-546-8848
City of Lordsburg	Arthur Clark Smith	Mayor	575-542-3421
County of Grant	Charlene Webb	County Manager	575-574-0000
County of Hidalgo	Bob Hill	County Manager	575-542-9428
County of San Miguel	Alex Tofoya	County Grant Administrator	505-425-9333
Town of Silver City	Peter Pena	Public Works Director	575-388-4640
Village of Ruidoso	Ronald Sena	Deputy Village Manager	575-258-4343
NMDOT	Heather Sandoval, PE	Assistant District Engineer	505-454-3663

FAMILIARITY WITH CITY OF LAS VEGAS - ROADWAY, DRAINAGE & LAND USE

OEI has worked in the San Miguel County area since the early 1990's. We are familiar with the common construction challenges, the costs of construction, construction contractors who normally work in the area and the customs and culture of the area. Over the last four years, OEI has had an on-call agreement with the City Utility Department, completing a number of projects. We have also performed work for the Public Works Department. This year the City has begun to use us for planning and zoning activities, and in preparation, we have gained familiarity with the City's land use regulations.

OEI gained a great deal of familiarity with the City's drainage systems through completion of two general area drainage plans and in preparation for submittal of a proposal to the City to complete a City-Wide Drainage Masterplan. OEI also prepared a proposal for updating the City's transportation plan and became familiar with the City's roadway system. In years past, we have also assisted the City in obtaining MAP and COOP funding for street projects. Over the last two months, OEI has interacted closely with the Public Works Director, Veronica Gentry, and City Manager, Richard Trujillo on resolution of a number of issues.

AMOUNT OF WORK TO BE DONE IN NEW MEXICO



Occam Engineers Inc. anticipates that all of the engineering design work for projects completed by us will be done within the State of New Mexico. 100% of the work will be performed by New Mexico businesses by resident employees within the state.

VOLUME OF WORK LESS THAN 75% COMPLETE

Occam Engineers Inc. does not have a current project with the City of Las Vegas less than 75% complete.

* * *

Occam Engineers Inc. Federal Tax I.D. Number: 76-0784579

Occam Engineers Inc. CRS Tax I.D. Number: 03-035710-00-1

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 David D. Maxwell

April 4, 2017
Date

Chief Operating Officer
Title (Position)

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **OCCAM ENGINEERS INC.**

DBA: **OCCAM ENGINEERS INC.**
6100 SEAGULL ST NE STE 203
ALBUQUERQUE, NM 87109-2500

Expires: **09-Sep-2019**

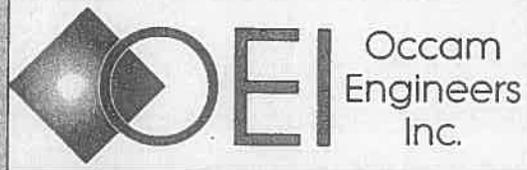
Certificate Number:

L1314418224



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



**1601 Camino del Coronado
Tucumcari, New Mexico 88401**

575-461-0181

www.engineersinc.com

www.occam.pro