



CITY OF LAS VEGAS
 1700 North Grand Avenue
 Las Vegas, New Mexico 87701
 Phone: (505) 454-1401 Fax: (505) 454-8027

PURCHASE ORDER

PO Number: 221153

Date: 01/05/2022

Request #: 291493

Vendor #: 01348

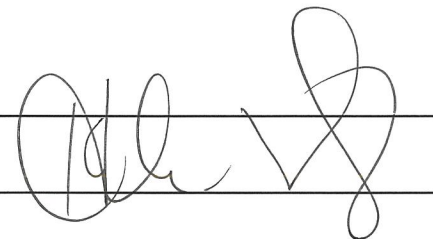
ISSUED TO: THE ELECTRIC HORSEMAN
 1330 6TH ST.
 LAS VEGAS, NM 87701

SHIP TO: CITY OF LAS VEGAS
 Attn:PUBLIC WORKS
 1700 N GRAND AVE
 LAS VEGAS, NM 87701

Vendor Fax #: (505) 454-4707

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	1	Skating rink electrical work Bid No.: 2019-09 Awarded: 02/27/2019 3521-19 exp: 02/27/2022 EMERGENCY 13-1-127	3,200.00		101-5100-720-7401	3,200.00

DEPARTMENT ORDER

Approved By: 

Date: 1/2/2022

SUBTOTAL:	3,200.00
TAX:	0.00
SHIPPING:	0.00
TOTAL	3,200.00

- Original invoice plus one copy must be sent to: City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701.
- Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The City is exempt from all federal excise and state tax - ID# 85-6000149

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: _____

291493

REQUIREMENTS

CHECK APPROPRIATE BOX

DATE: _____

12-31-2021

PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:

- \$0 TO \$19,999.99 Best Obtainable Price; Requires 3 telephoned, written, faxed or e-mailed quotes;
- \$20,000.00 TO \$59,999.99 Requires 3 written and signed quotes; (Goods or services)
- \$60,000.00 AND OVER Formal Process (Requires RFQ, RFP, RFB, etc.)

BID NO.: 2019-09 AWARDED: 02/27/19; CONTRACT NO.: 3521-19
 (RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

JVP:
02/27/22

- SPD CONTRACT; SPD NO.: _____ EXPIRES: ____/____/____.
- EXEMPT PURCHASE; Provide Section No. _____.
- GSA CONTRACT; GSA NO.: _____ EXPIRES: ____/____/____.
- PROFESSIONAL SERVICES; _____
- SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE POSTED ON CLV WEBSITE FOR 30 DAYS PRIOR TO PROCURING GOODS AND/OR SERVICES.
- OTHER CITY CONTRACT: NO: _____ EXPIRES ____/____/____
- EMERGENCY; _____ SECTIONS 13-1-127 STATE PROCUREMENT CODE

STATEMENT OF NEED: (Must Complete)

Skating rink electrical work

IN COMPLIANCE WITH THE PROCUREMENT CODE #14-18 THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED
12-25-21	Electric Housework		Daniel L...	\$ 3,200.00

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
			Skating rink electrical work		\$ 3,200.00

VENDOR: Electric Housework

TOTAL: \$ 3,200.00

ADDRESS: _____

NM CRS NO.: _____

FEDERAL TAX NO.: _____

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET \$ 32,000.00
 EXPENDED TO DATE \$ 8,044.01
 CURRENT EXPENSE \$ 3,200.00
 BALANCE \$ 24,755.99

[Signature]
 SIGNATURE OF PERSON REQUESTING
 FUND _____ DEPARTMENT _____ ACTIVITY _____

APPROVED BY: [Signature] BUDGET AVAILABLE YES: NO: _____



Danny Gurule <dgurule@lasvegasnm.gov>

Skating Rink Permit Number

The Electric Horseman <ELECTRICHORSEMAN1@msn.com>
To: "dgurule@lasvegasnm.gov" <dgurule@lasvegasnm.gov>

Tue, Dec 28, 2021 at 12:55 PM

Hello,

Our permit application # is A-055284. With the new CID system we need the application to be approved before a permit # is issued so hopefully you have a contact that can push this through. The price will be \$3,200.00. Please let me know if you have any questions.

Thank you.

STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person .

I. Name of Agency: **City of Las Vegas**

Agency Chief Procurement Officer: *Helen Vigil*

Telephone Number: *505-454-1401*

II. Name of Contractor: **The Electric Horseman.**

Address of Contractor: **1330 6th Street, Las Vegas, NM 87701**

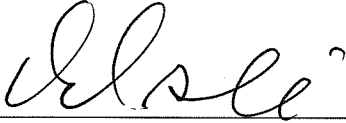
Amount of prospective contract: **\$3,200.00**

Term of prospective contract: **Approximately 4 days**

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract: **Electrical work for City of Las Vegas ice skating rink.**

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127. **The City of Las Vegas ice skating rink was scheduled to open on Dec. 31, 2021. There were electrical issues that needed to be addressed by a licensed contractor. Due to the cold temperatures this issue needed to be taken care of immediately so heat could be provided to staff and the public at the ice skating rink. Electric Horseman who has a contract with the City of Las Vegas was called in to address the issues.**
- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.). **Electricity was provided in a timely manner to address the heating issues (approximately 4 days).**
- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances. **In the future, before an event is scheduled to begin, we will make sure everything is tested and ready to go well ahead of time to avoid issues that become emergencies at the last minute.**

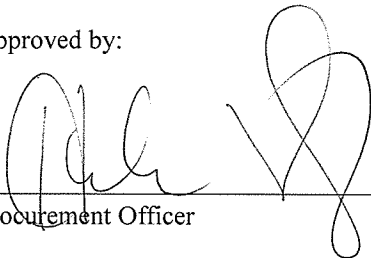
Certified by:



Department Director

Date: 1-12-22

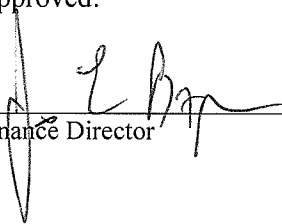
Approved by:



Procurement Officer

Date: 1/12/2022

Approved:



Finance Director

Date: 1-12-2022

ADDENDUM #2
AGREEMENT/CONTRACT #3521-19
RFP# 2019-09
AWARDED ON: 2/27/2019
THE ELECTRIC HORSEMAN, INC.

This Agreement Extension entered into this 26th day of January, 2021 by and between the City of Las Vegas, a home-rule municipality ("City") and The Electric Horseman Inc., a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated February 27, 2019 and Addendum #1 on February 27, 2020 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional electrical services (collectively "Services");

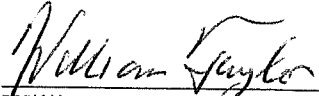
WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from February 27, 2021 through February 27, 2022; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the Services, shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

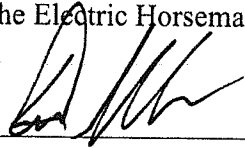
1. The term of the Agreement is hereby extended to February 27, 2022; and
2. That except for the express modifications in this Addendum #2, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS



William Taylor, City Manager

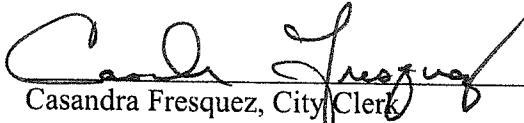
The Electric Horseman Inc.



Signature

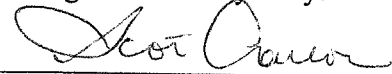
DENNIS M. LUCERO, President
Printed Name and Title

ATTEST:



Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:



Scott Aaron, City Attorney



ELECHOR-01

BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS:
INSURED The Electric Horseman, Inc. 14B Rudolph Drive Las Vegas, NM 87701	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: New Mexico Premier Insurance Company 13675 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	ECP0263233	7/11/2020	7/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E & O \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	ECP0263233	7/11/2020	7/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ECP0263233	7/11/2020	7/11/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED <input checked="" type="checkbox"/> RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	25617120	1/29/2021	1/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions		ECP0263233	7/11/2020	7/11/2021	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: CLV Maintenance Contract

CERTIFICATE HOLDER City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE ELECTRIC HORSEMAN, INC.

THIS AGREEMENT is made and entered into this 27th day of February, 2019 by and between the City of Las Vegas, hereinafter referred to as the "City", and The Electric Horseman, Inc. hereinafter referred to as the "Contractor." The City of Las Vegas is a municipal corporation in the State of New Mexico, as represented by the City Council. The Council's authorized representative to sign this Agreement is Ann Marie Gallegos, Interim City Manager.

1. SCOPE OF WORK

The contractor shall perform and provide miscellaneous Electrical Services in various Water Treatment Plant, Waste Water Treatment plant, Solid Waste, Gas and City of Las Vegas facilities on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas.

The duties of the contractor shall include the following services:

1. The contractor shall provide all necessary services to keep electrical equipment in operation.
2. Tasks include maintenance, repair or upgrade work such as (but not limited to): trouble shooting to identify and address electrical malfunctions or issue affecting the performance of overload relays, variable frequency drives, motors, treatment chemical level sensors, treatment plant call out systems, heaters, lights and any other treatment plant equipment.
3. Services could also include the installation of new or the upgrading of existing electrical service to support new or upgraded equipment for operations.
4. The contractor agrees to furnish all necessary labor, materials, and equipment, and to perform all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the City.
5. Contractor shall provide on-site supervision at all times for all of their work to be performed.

2. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform its duties in accordance with the ethics of its profession and abide by all safety compliances mandated by the profession. Services provided by the Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in similar localities and no other warranties, express or implied, are made or intended by Contractor.

3. COMPENSATION:

A. Regular services to be provided under the terms of this agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

1. Compensation. As compensation for services as set forth in Paragraph 1 above, the City shall pay the Contractor at the rates as outlined in Attachment A.
2. Task Order. Services may require an approved task order per the City procurement process.
3. Time Records. The Contractor shall submit itemized monthly statements of work performed on behalf of the Utilities Department. Invoices shall include detail of services provided. The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. The City reserves the right to audit this documentation at any time.
4. Payment. Payment to the Contractor shall be made by the City within thirty (30) days of the City's receipt of an acceptable invoice.
5. Funding. This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal year shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in subsequent fiscal period, the contract will be terminated.
6. Obligation. By this agreement, the City does not imply, promise or guarantee that any minimum amount of work will be needed, or that the City will call upon the Contractor to perform all such needed work. This contract is not an exclusive contract; the City reserves the right to contract with other contractors to perform any work that could be performed by the Contractor under this contract.

4. TERM OF AGREEMENT:

The term of this Agreement shall commence on upon final approval by the City Manager and continue for a period of one (1) year. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated as otherwise provided herein. Any changes in fees under this Agreement

shall be made by written notice given to the City by the Contractor prior to July 1 of each year and shall become effective on July 1 of that year, unless the change is rejected in writing by the City, in which case this Agreement shall terminate. This Agreement may be terminated by either party upon a thirty (30) day written notice to the other Party at their appropriate operating address, and if not terminated by such means before, shall terminate at the close of the day one year after execution. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. The two parties may shorten this notice requirement only upon a written agreement. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given: (i) not less than (15) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (ii) an opportunity for consultation with the terminating party before termination. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either part incurred prior to the date of termination.

5. AMENDMENT:

This agreement will not be altered, changed or amended except by a written document signed by the parties to this agreement.

6. STATUS OF CONTRACTOR:

The Contractor, its agents and employees, are independent Contractors performing services for the City and are not employees of the City. The Contractor, its agents and employees shall not accrue leave, retirement, insurance, etc. as a result of this agreement.

7. ASSIGNMENT:

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due, or to become due, under this agreement without prior written approval of the City. If such assignment is allowed, the Contractor shall be ultimately responsible to insure that the work is performed satisfactorily. The Contractor shall not

have the authority to enter into any contract binding upon the City or create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

8. SUBCONTRACTING:

None of the work of the services covered by this agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this agreement.

9. RECORDS, AUDITS AND REPORTING:

The Contractor shall maintain a complete file for all materials and equipment provided to the City. This file will contain all paperwork generated. Upon prior notice by the City, the Contractor will provide authorized City representatives with access at all reasonable times to all electronic, hard data and will provide the City cost verification. An annual report may be required. These records become the property of the City at contract termination or conclusion. The contractor shall be required to communicate and update City staff on the status of materials and equipment provided and costs.

10. CONFLICT OF INTEREST:

The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this agreement.

11. STOPPAGE OF WORK:

The City retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

12. APPLICABLE LAW:

This agreement shall be governed by the Laws of the State of New Mexico.

13. SCOPE OF AGREEMENT, MERGER:

This agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Agreement and all such agreements, covenants or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this Agreement.

14. WAIVER:

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

15. NOTICE:

Any notice required to be given under this agreement shall be deemed sufficient, if in writing, sent by mail or hand delivery to the City Clerk's office and/or responsive City Department Director or the Contractor.

16. SUBJECT TO OTHER DOCUMENTS:

This Agreement is subject to terms and conditions of the Statutes of New Mexico, the Charter, Resolutions, Ordinances and Administrative Regulations of the City of Las Vegas as they exist at the time this agreement is signed. All these Statutes, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this agreement.

17. INDEMNIFICATION:

The Contractor shall fully indemnify and hold harmless the City, its directors, officers, officials, employees, ("Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable fees and costs), whether or not involving a third party claim, which arise out of or relate to any injury to persons or property to the proportional extent caused by the negligent act, error or omission of the Contractor or any person employed by or acting on behalf of the Contractor.

18. NEW MEXICO TORT CLAIMS ACT:

Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, and et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

19. BRIBERY AND KICKBACKS:

As required by Section 13-1-191, N.M.S.A. 1978 it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of the public officer or employee (Section 30-4-1, N.M.S.A., 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee (Section 30-24-2, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-40-1, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, N.M.S.A., 1978). The Procurement Code, Sections 13-1-28 through 13-1-99, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

20. DISCRIMINATION PROHIBITED:

In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

21. THIRD PARTY BENEFICIARIES:

By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

22. CONFIDENTIALITY:


Any information learned, given to, or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City or a Court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

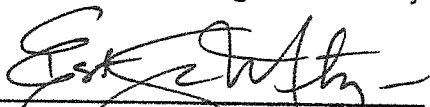
City of Las Vegas:


Ann Marie Gallegos, Interim City Manager

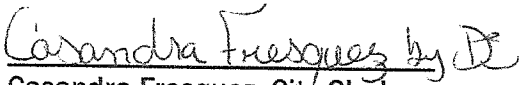
Contractor:


The Electric Horseman, Inc.
14B Rudolph Dr.
Las Vegas, NM 87701

Approved as to Legal Sufficiency only:


Esther Garduño-Montoya, City Attorney

ATTEST:


Casandra Fresquez, City Clerk

ATTACHMENT A

The ELECTRIC HORSEMAN, Inc.
...an electrical services co.
DENNIS M. LUCERO
license #84183

electrichorseman1@msn.com NM Public Works Contractor Registration #002306020110816

14B Rudolph Dr.
Las Vegas, NM 87701

Phone: (505) 454-4700
Fax: (505) 454-4707

Mobile-Dennis 505-617-2001

City of Las Vegas Request for Proposal #2019-8
Commercial Electrical Services
Hourly Rates

Foreman/Supervisor:	\$78.00/hr.
Journeyman:	\$68.00/hr.
Laborer:	\$42.00/hr.
Helper:	\$20.00/hr.

By NM State law, anything after 40 hours is to be paid at time and a half.
Saturday is time and a half and Sunday is paid double time.

Lodging and mileage do not apply being that we are local.

This message is private and may contain privileged information. If you are not the intended recipient, please do not read, copy or use it or disclose it to others. If you have received this message in error, please notify the sender immediately by replying to this message and then delete it from your system. Thank you.