



**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:** 220893

**Date:** 11/12/2021

**Request #:** 291176

**Vendor #:** 02894

**ISSUED TO:** MARK DOMINGUEZ  
 P.O. BOX 570  
 LAS VEGAS, NM 87701

**SHIP TO:** City of Las Vegas  
 Attn:Purchasing Department  
 1700 N. Grand Avenue  
 Las Vegas, NM 87701

**Vendor Fax #:** (000) 000-0000

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	1	TAX	48.93		627-0000-610-7305	48.93
2	1	CONCRETE DEMOLITION FOR EMERGENCY GAS LINE RELOCATION	582.75		627-0000-610-7305	582.75

DEPARTMENT ORDER

**Approved By:**

**Date:**

11/12/2021

<b>SUBTOTAL:</b>	631.68
<b>TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	631.68

- 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

29/1/76

PURCHASE ORDER NO.: \_\_\_\_\_

REQUIREMENTS

CHECK APPROPRIATE BOX

DATE:

11/9/21

**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.: 2021-15 AWARDED: 4/14/21; CONTRACT NO.: 3729-21 EXP 4/14/22  
 (RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

- 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)**

*for payment only*  
 Contractor called out for emergency cement work due to relocation of gas line

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

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED

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

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
1	4.5	ca	Demolition concrete on bridge st for emergency gas line relocation.	\$129.50	\$582.75
2	1	ca	TAX	\$48.93	\$48.93

VENDOR: JO + SON EXCAVATION TOTAL: \$ 631.68

ADDRESS: P.O. BOX 570 LAS VEGAS NM 87701

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 \$ 20,000.00  
 EXPENDED TO DATE \$ 0  
 CURRENT EXPENSE \$ 631.68  
 BALANCE \$ 19,368.32

*[Signature]*  
 SIGNATURE OF PERSON REQUESTING  
6027-0000-6110-7305  
 FUND DEPARTMENT ACTIVITY

APPROVED BY: [Signature] 11-12-21 BUDGET AVAILABLE YES:  NO: \_\_\_\_\_

469963

INVOICE NO.

Invoice

SOLD TO: City of Las Vegas  
 ADDRESS: 905 12th Street  
 CITY, STATE, ZIP: LAS VEGAS, NEW MEXICO, 87701

SHIPPED TO: Mark Dominguez  
 ADDRESS: P.O. Box 570  
 CITY, STATE, ZIP: LAS VEGAS, NEW MEXICO, 87701

CUSTOMER ORDER NO.: City of Las Vegas Net 10 Days  
 SOLD BY: [Blank]  
 DATE: 11-1-21

Description of Work:			
Demolitioned concrete on Bridge Street for Gas Line Crossing on Valencia.	→		
Work Completed.	→	4.5 Hrs At 129.50	582.75
	→	Total	582.75
	→	Tax	48.93
	→	Grand Total	631.68

Thank you  
 Mark Dominguez

01-11

01-11

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: **JJ & SON EXCAVATION**

Address of Contractor:

***P.O BOX 570 LAS VEGAS, NM 87711***

Amount of prospective contract: ***\$631.68***

Term of prospective contract: ***1 Time only***

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

***Was called out for critical concrete work on Bridge St for gas line relocation.***

- 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.

*Contracted city's concrete contractor to assist Gas Division with a concrete impediment for an installing of a gas line on Sunday.*

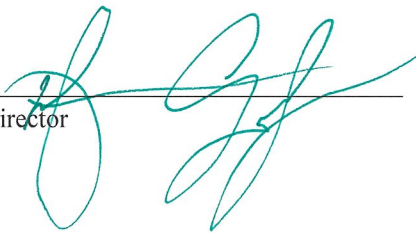
- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

*Will do an Open P.O for contracted Services*

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

*Will do an Open P.O for contracted Services*

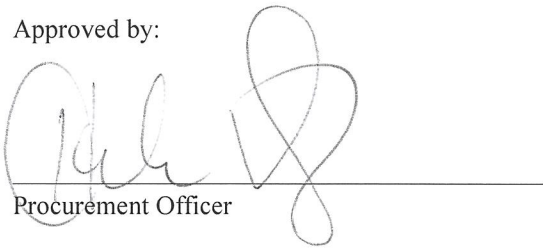
Certified by:

  
\_\_\_\_\_

Department Director

Date: 11/10/21

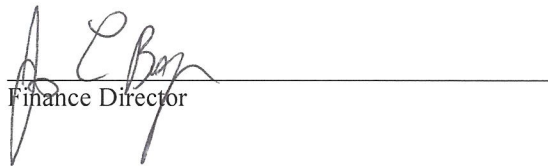
Approved by:

  
\_\_\_\_\_

Procurement Officer

Date: 11/12/2021

Approved:

  
\_\_\_\_\_

Finance Director

Date: 11-12-21



# City of Las Vegas

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

**Mayor Louie A. Trujillo**

## Memo

TO: Helen Vigil, Purchasing Agent Supervisor

From:   
Maria Gilvarry, Utilities Director

Date: November 9, 2021

RE: Requisition for JJ & Son Excavation

---

JJ & Son Excavation was called for critical concrete work on Bridge St for Gas line relocation.

Should you have any further questions or require additional information please feel free to contact me at 454-3832

---

David Ulibarri  
Councilor Ward 1

Michael L. Montoya  
Councilor Ward 2

Elaine Rodriguez  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND JJ & SON EXCAVATION**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and JJ & Son Excavation, ("Contractor"), of P.O. Box 570 Las Vegas, NM 87701, on this 14th day of April, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

**1. SCOPE OF SERVICES:**

The duties of the Contractor shall include the following:

The Contractor shall provide all labor, materials and equipment necessary for concrete projects. This work shall consist of removal and or furnishing and installation of curb and gutter, extruded curbing, post type curbing, sidewalks, driveways entrances and ramps, ADA sidewalk ramps, concrete pavement, concrete drainage swales and ditches, storm drainage structures and all incidental work associated with such items. All work projects shall be constructed under the Standard Specifications for Highway and Bridge Construction of the New Mexico Department of Transportation 2019 Edition. The Agreement Term will be for one year with the option for renewal up to four (4) years. This Agreement, including renewals and amendments thereof, may not exceed a total duration of four (4) years. This Agreement will begin upon final approval by the City Manager.

The duties of the Contractor shall include the following services:

1. The Contractor is responsible for the proper adequacy and structural design of all formwork including shoring, bracing as required and shall insure that the installation of all formwork shall be done in such a manner as to prevent from failure. When stripped, all concrete shall be true, level and perpendicular to surfaces as required by



the supporting documentation to this Agreement and any and all other contract documents.

2. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, traffic ability, construction, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
3. Provide expansion joints, contraction joints, and construction joints in concrete curbs, gutters, and sidewalks. Provide expansion, contraction, and construction joints perpendicular to formed faces of curb, gutter, or sidewalk. Provide preformed expansion joint filler at locations indicated or where each abuts the other. Joints may be formed or sawcut.
4. All debris and refuse generated by the construction work and all equipment and materials which have to be removed, and are not required in the work, shall be removed from the jobsite and legally disposed of by the Contractor.
5. Provide excavating and backfilling work, including necessary clearing, grubbing and preparation of the site. Provide continued protection while performing work this is to specifically include, but is not limited to, protecting neighboring surfaces during placement of the concrete.
6. All density tests shall be conducted by qualified technicians and the cost of such tests will be borne by the Owner with the provision that after two failing tests in the same location; the Contractor shall be required to submit satisfactory evidence that his compaction efforts meet the specifications, and additional testing costs will be the Contractor's responsibility.
7. The Contractor will do 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 Owner. Inclusive of permits to comply with local, state and federal requirements.
8. Contractor shall provide on-site supervision at all times for all of their work to be performed.

**2. COMPENSATION: Regular Services.** 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.

A. Compensation. Please refer to Attachment "A" entitled Rate Schedule

**B. Time Records.** Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

**C. Payment.** Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

**D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under, this Agreement.**

**3. TERM OF AGREEMENT:** The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees, or any other changes or modifications, under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

**4. BENEFITS, TAXES:** The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

**5. TERMINATION OF CONTRACT:** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

**6. DUTIES OF CONTRACTOR:** The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

**7. PROFESSIONAL STANDARDS:** The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

**8. STATUS OF CONTRACTOR:** The Contractor is an independent contractor.

**9. CONFLICT OF INTEREST:** The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

**10. OATH OF CONFIDENTIALITY:** The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

**11. WORKING FACILITIES:** The Contractor may use City offices upon prior written consent of the City.

**12. NO AUTHORITY TO BIND CITY:** The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

**13. WAIVER OF BREACH:** 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.

**14. NOTICE:** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

**15. SUBJECT TO OTHER DOCUMENTS:** This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

**16. SUBCONTRACTING AND ASSIGNMENT:** The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

**17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

**18. BINDING EFFECT:** This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

**19. INDEMNIFICATION:** Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

**20. 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, NMSA 41-4-1, et. seq, 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.

**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 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. APPROPRIATION:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

**23. WORKERS COMPENSATION INSURANCE:** Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

**24. MISCELLANEOUS:** This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the

Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

**CITY OF LAS VEGAS**

Approved By:

  
\_\_\_\_\_  
William Taylor, City Manager


Attest:

  
\_\_\_\_\_  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
\_\_\_\_\_  
Scott Aaron, City Attorney

**CONTRACTOR:**

  
\_\_\_\_\_  
Signature

Printed Name: Mark Dominguez

Position: OWNER  
