



**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  
REGULAR CITY COUNCIL AGENDA  
July 19, 2017–Wednesday– 6:00 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. **APPROVAL OF MINUTES (June 14<sup>th</sup> and June 21<sup>st</sup>, 2017)**
- VII. **MAYOR’S APPOINTMENTS/REPORTS**
- VIII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**  
**(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)**
- X. **CITY MANAGER’S REPORT**
- XI. **CONSENT AGENDA**  
**(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)**

1. Approval to award RFB #2017-24 to Hay's Plumbing & Heating 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 on both sides along Cinder Road from Mills Avenue to Los Alamogordos Road.

2. Approval to award request for proposals #2017-27 to multiple proposers and enter into agreements.

***Maria Gilvarry, Utilities Director*** The City of Las Vegas Utilities Department went out for sealed bids for Solid Waste facility improvements planning, design and construction phase engineering services. We are requesting to award to all four proposers; Engineering Solutions, Molzen Corbin, Souder Miller and WH Pacific and enter into agreements.

3. Approval to award request for proposals #2017-29 to multiple proposers and enter into agreements.

***Maria Gilvarry, Utilities Director*** The City of Las Vegas Utilities Department went out for Waste Water system planning design and construction phase engineering services. We are requesting to award to four of the six proposers; Molzen Corbin, Souder Miller, WH Pacific and OCCAM Engineering and enter into agreements.

4. Approval to award request for proposals #2017-30 to multiple proposers and enter into agreements.

***Maria Gilvarry, Utilities Director*** The City of Las Vegas Utilities Department went out for sealed proposals for Water Distribution system planning design and construction phase engineering services. We are requesting to award to all five proposers; Molzen Corbin, Souder Miller, WH Pacific, OCCAM Engineering and HDR and enter into agreements.

## **XII. BUSINESS ITEMS**

1. Approval/Disapproval of Resolution No. 17-27 in support of Refugee Resettlement.

***Mayor Tonita Gurulé-Girón*** The City of Las Vegas, New Mexico Governing Body declares its support for the resettlement of refugees in

New Mexico and calls upon other communities in the state to join them in supporting a stronger national effort to resettle the most vulnerable refugees.

2. Approval/Disapproval of Resolution No. 17-28.

**Mayor Tonita Gurulé-Girón** The Governing Body of the City of Las Vegas does hereby resolve that it fully supports the efforts of the San Miguel County Commission to explore the possibility of constructing and operating a hospital in the San Miguel County area.

3. Approval/Disapproval of WH Pacific task order for Mills Utility Building Phase 1.

**Maria Gilvarry, Utilities Director** WH Pacific, Inc. will provide engineering services for design, bidding and construction administration of phase 1 of the Mills utility building renovation. The amount of the task order is \$82,800 which includes NMGRT.

4. Approval/Disapproval to award request for proposals #2017-28 to multiple proposers and enter into agreements.

**Maria Gilvarry, Utilities Director** The City of Las Vegas Utilities Department went out for sealed proposals for Natural Gas distribution system planning design and construction phase engineering services. We are requesting to award to two of the four proposers; Molzen Corbin and Bohannan Huston and enter into agreements.

5. Approval/Disapproval of Resolution No. 17-20.

**Veronica Gentry, Public Works Director** As part of the cooperative agreement submittal criteria for the New Mexico Department of Transportation Cooperative Agreement (COOP), it is required that a Resolution of Support from the Local Governing Body assuring matching funding availability accompany cooperative agreement. In complying with this criteria, staff is requesting that this Resolution be approved for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to various entity streets along Keen Street from Grant Street to West National Avenue, for (COOP) program agreement submittal 2017/2018. Budgetary provisions will be made in the Public Works budget during the 2017/2018 fiscal year.

6. Approval/Disapproval of Resolution No. 17-19.

*Veronica Gentry, Public Works Director* As part of the MAP Agreement criteria for the New Mexico Department of Transportation Municipal Arterial Program, it is required that a Resolution of Support from the Local Governing body assuring matching funding availability accompany program agreement. In complying with this criteria, staff is requesting that this Resolution be approved for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements – Mountain View Drive, for (MAP) Program Agreement submittal 2017/2018. Budgetary provisions will be made in the Public Works budget during the 2017/2018 fiscal cycle.

7. Approval/Disapproval of Resolution No. 17-25.

*Veronica Gentry, Public Works Director* The City of Las Vegas has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriate by New Mexico State Legislature for public Entities in need of “Hardship” match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$68,678.00.

**XIII. COUNCILORS’ REPORTS**

**XIV. 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.**

**XV. ADJOURN**

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION  
HELD ON WEDNESDAY JUNE 14, 2017 AT 5:30 P.M. IN THE CITY COUNCIL  
CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

**COUNCILORS:** David A. Ulibarri Jr.  
Vince Howell  
Barbara A Casey  
David L. Romero

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
Corinna Laszlo-Henry, City Attorney  
Juan Montano, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Casey asked for a moment to be thankful for the community that we live in and to be thankful for all the many individuals that work very hard in community.

**APPROVAL OF AGENDA**

City Manager Trujillo asked that the presentation time be changed to reflect thirty minutes.

Mayor Gurulé-Girón advised that the Council would like to have questions and answers after the presentation and that it be limited to ten minutes.

Councilor Casey made a motion to approve the agenda. Councilor Howell and Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	Barbara Casey	Yes
Vince Howell	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

## **PUBLIC INPUT**

Wid Slick spoke to the Governing Body regarding Lodger's Tax and how those dollars can be spent on advertisement and marketing.

Joaquin Garofalo spoke to the Governing Body regarding education within the community. Mr. Garofalo advised there is a deficit in education and how the community would benefit from consolidating the schools and using the resources to improve education for the students.

## **PRESENTATIONS**

Community Development Director Velarde advised the Governing Body that over the last three years the City has made remarkable changes to advertisement and marketing itself. Currently the Lodger's Tax has increased; the brand is now incorporated into letterhead, vehicle decals and promoting tourism, business and nonprofits.

Fred Cisneros of Cisneros Design, Inc. gave a brief background of his company and their approach to marketing Las Vegas. Mr. Cisneros advised his company incorporated social media into advertising the City of Las Vegas and advised their approach to marketing was to increase the knowledge of Las Vegas. Mr. Cisneros gave the example that many tourists may know about the Montezuma Castle but they are unaware of the hot springs, those were the types of areas his company wanted to focus on, the history and the beauty of the community. Improvements to the website were made to make it more user friendly, t-shirts and tattoos were created to promote the brand "Damn Authentic." Mr. Cisneros gave a PowerPoint presentation with the advertisements and promotions they have done. Mr. Cisneros introduced his staff and their area, Sarah Williams – Account Services, Clarissa Lovato- Media Strategy and Wendy Forth – Social Media.

Community Development Director Velarde advised the Governing Body of how activity is being tracked through the website and what demographic is the frequent viewers.

Mr. Cisneros and his staff gave an overview of how the City of Las Vegas was being marketed and advertised and showed examples of where some of the ads are being placed.

Councilor Casey advised that in the contract it states there are to be billboards, and street banners and she has not seen any of those or merchandise.

Mr. Cisneros advised those items were discussed with City Staff but were not a priority. There were two billboards made and placed but the street banners were not deemed a priority. Mr. Cisneros advised that merchandise would have been too costly and saw that as more of an attraction to locals versus visitors.

Councilor Casey asked why deliverables that were part of the first year contract were not considered to be included in the renewal contract.

Mr. Cisneros advised social media has been a major focus and they are continually adjusting their marketing as they receive data and statistics and funding availability.

Councilor Casey advised she is concerned that non-profits are not able to have an ad placed on the website.

Councilor Howell asked if there was a separate fund for non-profits events and if those dollars could be combined with the funding for Cisneros to make a bigger media buyback.

City Manager Trujillo advised yes the City does.

Ms. Lovato advised it has been a common practice to keep those separate.

Councilor Howell advised he felt only ten minutes to ask a question was not enough time for members of the Council to get answers to a lot of their questions.

## **DISCUSSION ITEMS**

1. Grant application through the Department of Justice for the Las Vegas Police Department.

Police Chief Montano advised the Police Department is requesting approval to apply for funding in the amount of \$2,015.00 to purchase bullet proof vest for the police officers. Police Chief advised the grant would allow the purchase of five vests and it is the intent of the department to rotate the purchase of vest to not greatly impact the budget.

Mayor Gurulé-Girón asked if Police Chief Montano wanted to specifically state that he intends to purchase five vests with the funding on the agenda request.

Police Chief Montano advised no he did not in the event that the funding only covered the purchase of four.

The Governing Body agreed to place the item as a consent agenda item.

2. Accept funding through the Department of Finance and Administration Law Enforcement Protection Fund for the Las Vegas Police Department.

Police Chief Montano advised the department is requesting the approval to utilize the funding in the amount of \$13,761.00 for advanced training and equipment for police officers. Police Chief Montano gave a break down as to how the funding would be used.

The Governing Body agreed to place the item as a consent agenda item.

3. Request for the City's two Animal Control Officers to attend a Chemical Immobilization class in Boulder Colorado, to become certified in the chemical immobilization of dangerous animals as an alternative to lethal force.

Community Development Director Velarde advised chemical immobilization offers an alternative to the use of lethal force in response to animals that represents a danger to the public. The training will be held in Boulder Colorado where upon completion will have a certificate in chemical immobilization. Community Development Director Velarde advised the Animal Welfare Coalition has agreed to cover the cost of the registration and the City will pay for costs associated with travel, rooms and meals.

Councilor Howell made a motion to go into Executive Session to discuss personnel matters. Council Casey seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following

David A. Ulibarri Jr.	Yes	David L. Romero	Yes
Vince Howell	Yes	Barbara Casey	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

**EXECUTIVE SESSION**

Councilor Howell made a motion to reconvene into regular session, no action was taken. Councilor Ulibarri Jr. seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Barbara Casey	Yes	David L. Romero	Yes
Vince Howell	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Howell made a motion to adjourn. Councilor Casey seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Barbara Casey	Yes	David L. Romero	Yes
Vince Howell	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

**ADJOURN**

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Mayor Tonita Gurule-Giroñ

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD  
ON WEDNESDAY, JUNE 21, 2017 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

**COUNCILORS:** Barbara A. Casey  
David A. Ulibarri, Jr.  
David L. Romero  
Vincent Howell

**ALSO PRESENT:** Richard Trujillo, City Manager  
Maire Lopez, Recorder  
Corinna Laszlo-Henry, City Attorney  
Juan Montano, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Romero asked for a moment of silence to pray for the City of Las Vegas Public Officials.

**APPROVAL OF AGENDA**

Councilor Howell recommended moving Executive Session before Business Item #3, in order to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

Councilor Howell made a motion to approve the agenda with the amendments made. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

**APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes of May 10<sup>th</sup>, May 17<sup>th</sup> and May 30<sup>th</sup>, 2017 with changes submitted to City Clerk. Councilor Romero and Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

**MAYOR’S APPOINTMENTS/REPORTS**

Mayor Gurulé-Girón informed that there were no appointments at this time although reported that Housing Director Carmela Martinez would be retiring from the City of Las Vegas Housing Authority at the end of this month, she congratulated and thanked her for her service to the City of Las Vegas.

**MAYOR’S RECOGNITIONS/PROCLAMATIONS**

Recorder Maire Lopez read the proclamation on behalf of Mayor Tonita Gurulé-Girón along with members of the Governing Body recognizing Jimmy and Lisa Saiz,

thanking them for all the contributions they have made to the community and proclaiming June 13<sup>th</sup>, 2017 as “Lisa and Jim Day”.

Mayor Gurulé-Girón thanked Jimmy and Lisa Saiz for their service and presented them with the key to the City of Las Vegas for all they do for the City, their employees and the community. Mayor Gurulé-Girón stated that the San Miguel County Commission had approved and adopted a proclamation recognizing Jimmy and Lisa Saiz as well.

### **PUBLIC INPUT**

Wid Slick summarized information regarding Lodger’s Tax collection and advised it had increased the last 3 years by using New Mexico Tourism, special event marketing and Cisneros Design social media marketing. Mr. Slick spoke of the benefits that would come with a 12% increase of Lodger’s Tax. Mr. Slick spoke of the importance of the City’s Community Development Department working together with other economic development organizations and the positive impact it would have on the City’s economy.

Pat Leahan spoke regarding her strong support of Bob and Caroline Pearson in their efforts regarding the Refugee Resolution and hoped that the resolution would pass. Ms. Leahan informed everyone that Bob Wessely was in the hospital recovering from an infection which resulted from a fall and asked everyone to give him the chance to rest and heal at this time. Ms. Leahan stated that Chief of Police Montano and Deputy Chief Jenkins were such a good representation of this community in the acceptance of diversity, cultures and language and stated that the UWC students could always count on them and the department to meet their needs when asked.

Sonya Berg informed that she was in support of the Refugee Resolution and stated that Amnesty International had conducted a rally on 7<sup>th</sup> and Mills to support the “#No Ban/No Wall” and intended to continue that effort until it would go to the Supreme Court and asked if the community would be welcoming and accept the idea of this place being a safe place for refugees.

Karyl Lyne spoke regarding her support of the Refugee Welcoming Resolution and stated that this was already a community of diversity and encouraged everyone to listen carefully and to support the resolution.

Joe Carvalko informed of his ancestors who fought for equality and American values which have always been the acceptance of immigrants and stated that he was in support of the refugee resolution.

R.Chris Wolf, Alta Vista CEO gave a detailed update regarding the Alta Vista Regional 2016 Community Benefits Report.

Patrick Rucker advised that he and his wife Karyl Lyne were “one voice” in supporting the Refugee Resolution because they felt so strongly about it, that it was the right thing to do and hoped for the support in order to move forward.

Cathy Swedlind spoke of her support of the Refugee Protection Resolution and informed that New Mexico historically had been a state of protecting refugees, advised that Las Vegas was a city of heart and compassion in caring for those in need and that it was a statement of who we are.

Joe Whiteman advised that he was in support of the refugee resolution and that it would come with hazards and risks although felt that we were big enough to take on those risks and hoped that our compassion would shine through.

Rosalie López spoke in support of the Refugee Resolution and that everyone needed understanding and compassion for the needs of the less fortunate and felt it was very important to support the idea of helping refugees at the time of need.

Councilor Howell stated that under the Open Meetings Act, presenters should be listed under “Presentations”.

Mayor Gurulé-Girón stated that the names of the presenters should have been listed under “Presentations” and apologized for the oversight.

## **PRESENTATIONS**

Carol and Bob Pearson, members of Presbyterian Church's Mission and Peace Committee, Coordinators of the Las Vegas Amnesty International Group and New Mexico State coordinators for Amnesty International presented and gave a detailed report regarding the Welcoming Refugee Resolution. This resolution would support refugees, who are people that have fled their countries facing persecution, war and violence, and have a legitimate fear of returning to their country and would aid in the resettlement of refugees and it did not pertain to sanctuary or immigrants.

Councilor Howell asked if there had been any interest in any refugees coming to Las Vegas.

Mr. Pearson informed that the New Mexico Catholic Relief Services and Lutheran Family Services in Albuquerque had previously dealt with resettlement and Interface Alliance in Santa Fe hoped to resettle 100 refugees and advised those were the only cities that he knew were talking about resettling refugees.

Councilor Howell asked if the refugee offices in Albuquerque had discussed potential refugees coming in with municipality leadership.

Mr. Pearson advised he believed possible refugees for resettlement were referred to these agencies which would then use their resources combined with Federal Government aid and stated that he did not know what the process was of connecting with City Government.

Councilor Casey informed of an opportunity she once had in participating in a mission with the United Nations in Central America, stationed at the border between Honduras and Salvador and spoke of the several tragedies that she witnessed there and felt strongly about accepting refugees into this country and that Las Vegas should be welcoming to refugees and was in support of this resolution and hoped to move it forward.

Councilor Romero stated that the life of a refugee would be hard to handle and thought it was good that the City could help.

Mayor Gurulé-Girón thanked Mr. and Mrs. Bob Pearson for their presentation.

## **CITY MANAGER'S REPORTS**

City Manager Trujillo reported that San Miguel County had committed to increase their funding for the Senior Citizens Center to \$45,000.00 for the next fiscal year and that the Pecos Senior Center would stay open. He reported that negotiations were taking place with San Miguel regarding El Bado Land Grant for the use of the center in San Miguel. City Manager Trujillo stated that he had met with San Miguel County several times to discuss an RFP that would be advertised for ambulance service.

City Manager Trujillo advised that the City had agreed to give both farmers markets Wednesday and Saturday to operate; it had been successful so far and reported that crews had been working hard on corridors and parks, in preparation for the 4<sup>th</sup> of July Fiestas.

City Manager Trujillo informed that he and Councilor Howell had met with business representatives and attended an Independent Business Alliance meeting to find out what the City could do to help local businesses and informed they would meet with different business owners every Thursday until all were met.

City Manager Trujillo reported that they are working closely with MainStreet regarding revising the sidewalk and vacant building ordinances and stated that not only enforcement of ordinances would be looked into but helping owners restore their buildings, bringing opportunity to open up businesses. City Manager Trujillo informed that buildings on Bridge Street were deteriorating and that City of Las Vegas Grant Writer Robert Archuleta and MainStreet were addressing those issues. He informed that Mr. Archuleta was obtaining a CLG grant in the amount of \$12,000.00 that would be used to pay for windows at the Fire Department and was applying for funding that would go towards installing a fire pole on the Bridge Street Fire Department and also was looking for more funding that would be utilized by the City of Las Vegas Museum.

City Manager Trujillo advised that OSHA had investigated City Hall for mold, due to the previous flooding that had occurred and informed that there were no signs of mold.

City Manager Trujillo advised that training for Administrative Assistants was completed and the focus was now on training other departments with the help of Workforce Solutions. He informed that New Mexico Department of Transportation had delayed the project on South Grand Avenue, would be advertised in February 2018 and stated it would give the City time to repair utility crossings on Grand Avenue.

City Manager Trujillo reported that Robert Archuleta was seeking funding for property to purchase in order to build a skate park and the City was looking into the location of Valencia Street parking lot. He informed that Utilities Director Maria Gilvarry was working with an architect regarding the old New Mexico State Police building that would house Utilities Customer Service and possibly accommodate other City offices.

City Manager Trujillo informed that Police vehicles and Solid Waste trucks had been delivered along with the trailer used to transport green waste to Wagon Mound and reported that Mr. Archuleta was working on grants for the Farmers Market on Hot Springs Boulevard and also working with Community Development to rezone that area and added that conceptual plans would be brought to Council for approval in order to move forward.

City Manager Trujillo advised that the City's Water Attorneys and Hydrologists wanted to present an update on the Storrie Lake application to Council and would hopefully schedule it for next months' Work Session. He advised that the Gas Departments' senior employees had earned their gas qualifications for operations as well as the newer gas employees and added that Jessie Montoya and Jude Herrera earned their Fusion Certifications. City Manager Trujillo reported that Margaret Silva from Solid Waste Department earned her CDL being the first female in the City to do so and advised that the water distribution project was completed on Taos Street, repairing the leaking pipeline crossing the Gallinas River. He reported that work was being done to improve waste water quality and noted that the Waste Water Department passed inspection performed by the New Mexico Environmental Department. City Manager Trujillo thanked all City employees as well as Summer Youth employees for all their hard work.

## **FINANCE REPORT**

Finance Director Ann Marie Gallegos presented the Finance Report for the month ending May 31, 2017, reporting the General Fund revenue at 93% and expenditures at 82%.

Finance Director Gallegos reported the Recreation Department revenue came in at 71% and advised that expenditures were at 97% and informed that they were implementing procedures for additional revenue.

Finance Director Gallegos advised that Enterprise Funds revenue was 91% and reported 77% for expenditures and advised that some projects were still pending although would monitor those projects with hopes of completing by the end of the year and advised the budget and the end of the year report would be brought to Council in July for approval in order to be submitted to DFA.

**CONSENT AGENDA**

1. Approval of Grant application through the Department of Justice for the Las Vegas Police Department.
  
2. Approval to accept funding through the Department of Finance and Administration Law Enforcement Protection Fund for the Las Vegas Police Department.
  
3. Approval of Out of State travel for the City's (2) Animal Control Officers to attend a Chemical Immobilization class in Boulder Colorado, to become certified in the chemical immobilization of dangerous animals as an alternative to lethal force.

Councilor Howell made a motion to approve the Consent Agenda. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David L. Romero	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

## **BUSINESS ITEMS**

1. Conduct a Public Hearing and Approval/Disapproval of Ordinance 17-02, amendment to the Official Zoning Map for property.

Councilor Howell made a motion to conduct a Public Hearing. Councilor Ulibarri, Jr. seconded the motion.

Ordinance 17-02 was presented as follows:

**CITY OF LAS VEGAS, CITY COUNCIL  
ORDINANCE NO. 17-02**

**AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-1 (SINGLE FAMILY RESIDENTIAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR TRACT 2, BLOCK J, TOWN OF LAS VEGAS, WITH AN ADDRESS OF 910 DON FIDEL STREET, LAS VEGAS, NEW MEXICO AS REQUESTED BY CARMEN A. MEDINA, (APPLICANT/OWNER).**

**WHEREAS**, Carmen A. Medina, has applied for an amendment to the official zoning map for property located at 910 Don Fidel Street, Las Vegas, New Mexico, to place a single wide mobile home thereon, pursuant to provisions of the Las Vegas City Zoning Code §450, and;

**WHEREAS**, on June 5, 2017, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the property located at 910 Don Fidel Street from an R-1 (Single Family Residential Zone) to an R-3(Mixed Residential Zone), and on June 5, 2017 adopted a motion recommending approval of the proposed amendment.

**WHEREAS**, on June 21, 2017, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE BE IT ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property located at 910 Don Fidel Street from an R-1 (Single Family Residential Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

Tract Two (2) containing 0.2327 of an acre, more or less, within Block J of the Town, now the City of Las Vegas, as shown on plat of survey by A's Sunburst Survey Company, dated April 20, 1998, Job No. JDELGADO, filed in the Office of the San Miguel County Clerk, May 8, 1998 in Plat Book 32, Page 236, Document No. 5124.

**BE IT FURTHER ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.
3. That an agreement between Property Owner and the City of Las Vegas be executed regarding the recommendations of conditions to be placed on the approved zone change, as submitted by Community Development Staff and agreed to at the Planning & Zoning Commission meeting on June 5, 2017, a copy of which is attached.

**PASSED, APPROVED AND ADOPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

\_\_\_\_\_  
 Casandra Fresquez, City Clerk

\_\_\_\_\_  
 Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED  
 AS TO LEGAL SUFFICIENCY ONLY**

\_\_\_\_\_  
 Corinna Lazlo-Henry, City Attorney

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Recorder Maire Lopez re-read the motion and advised the motion carried.

City Attorney Corinna Laszlo-Henry stated that she did not have any power to administer oaths and advised that it was a power with notaries and clerks which she previously researched and provided the information to City Manager.

Mayor Gurulé-Girón advised that the City Attorney had always performed the swearing in.

City Attorney Laszlo-Henry advised that she thought it was more of a custom, and stated that the City Clerk and the Deputy Clerk had that authority, as stated in New Mexico State Codes and Statutes, Section 14-14-3.

Deputy Clerk Maire Lopez advised that the City Manager had the authority to advise the City Attorney to administer overseeing the swearing in for a Public Hearing.

City Manager Trujillo advised that this was a process she had performed in the past and stated that he would like City Attorney Laszlo-Henry to administer the oath.

City Attorney Corinna Laszlo-Henry asked all who wished to speak on the issue, to stand and be sworn in. Antonio Ortega and Carmen A. Medina were sworn in.

Community Development Planning & Zoning Specialist Antonio Ortega advised that Carmen A. Medina owner of a 0.2327 of an acre lot located at 910 Don Fidel Street, Las Vegas New Mexico appeared before the Las Vegas Planning and Zoning Commission. Ms. Medina is requesting that said property be rezoned from the Present R-1 Zone (Single Family Residential) to an R-3 Zone (Mixed Residential). The applicant's intent is to place a single-family mobile home on the property, which is permitted in the R-3 zoning.

Councilor Casey had a question regarding two protest letters regarding the zone change application.

Planning & Zoning Specialist Ortega advised that to his knowledge, no protest letters were filed regarding the zone change for 910 Don Fidel and informed that residents within a hundred feet were notified of the proposed zone change application.

Councilor Casey made a motion to accept the record proper. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

Councilor Casey made a motion to close Public Hearing and reconvene into Regular Session. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

Councilor Casey made a motion to approve Ordinance 17-02, amendment to the Official Zoning Map for property. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

2. Approval/Disapproval of Resolution No. 17-18, abatement of nuisances located at 1909 Armijo Street.

Code Enforcement Officer Levy Lujan advised that the property noted above had several nuisances on the property. The property had not been cleaned or maintained for several years. Code Enforcement had previously dealt with this property in the past. This property was creating nuisances/hazards to the public health and safety. Request to grant abatement.

Code Enforcement Officer Lujan presented a detailed overview of the violations issued regarding the request for abatement of the property located on 1909 Armijo Street.

Councilor Ulibarri, Jr. asked if any of the homes on the property were being occupied.

Code Enforcement Officer Lujan advised that one of the homes was being occupied and informed that after some research; found that it had no current utilities.

Lengthy discussion took place on the topic related to landlord/tenant regulations.

Councilor Casey made a motion to approve Resolution No. 17-18, abatement of nuisances located at 1909 Armijo Street. Councilor Howell seconded the motion.

Resolution 17-18 was presented as follows:

**CITY OF LAS VEGAS  
RESOLUTION NO. 17-18**

**A RESOLUTION DECLARING 1909 ARMIJO STREET WHICH IS OWNED AND CONTROLLED BY JOE A MONDRAGON 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 Community Development/ Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Joe A. Mondragon , whose address is P.O. Box 423, Cleveland NM 87715, according to the records at the San Miguel County Assessor's Office and described in said records as Town of Las Vegas Lot 10, Block 85 S: 27 T: 16 R:16.**

**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 (A) -Littering; (B) -Unsanitary Premises; (C)- Hazardous Premises; (D)- Accumulation of Solid Waste; (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 solid waste including boards, buckets, plastic, weeds, wood, ashes, tires, couches, syringes, mattresses, branches, and other solid waste not able to be determined off of City right-of-way.**

**WHEREAS, the City has attempted to notify the legal property owner, Joe A. Mondragon via certified mail, and postings of the violations requiring abatement.**

**WHEREAS, proper notices personally served upon the property included: a Red Tag**

Notice on May 19, 2017; a Notice of Pending Abatement on May 22, 2017. In the face of these notices, the owner has allowed the nuisances to remain and has done minimal work 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 solid waste and vehicles as stated above creating a nuisance to the surrounding neighbors since May 19, 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 Joe A. Mondragon, 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**

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

**EXECUTIVE SESSION**

Councilor Howell made a motion to go into Executive Session to discuss personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

Councilor Howell made a motion to reconvene into Regular Session and advised that only matters of personnel were discussed and that no decisions were made. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David L. Romero	Yes

Recorder Maire Lopez re-read the motion and advised the motion carried.

3. Approval/Disapproval to remove Community Development Director, Annette Velarde.

City Manager, Richard Trujillo advised that as per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. D. Department directors are at-will employees who may be suspended or removed by the city manager, subject to approval by the Governing Body.

Councilor Howell made a motion to approve to remove Community Development Director, Annette Velarde. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

Mayor Gurulé-Girón thanked Annette Velarde for her service to the City of Las Vegas.

### **COUNCILORS' REPORT**

Councilor Romero requested that Rodriguez Park Baseball Field be watered.

City Manager Trujillo advised that they were having problems with the pumps in order to water the baseball field.

Utilities Director Maria Gilvarry informed that she would bring back a status report from the technician regarding needed repairs of the pumps.

Councilor Casey spoke of her concerns regarding the treatment of all City employees and felt that all employees should be treated with dignity and respect and to ensure that others treat them in the same way.

Councilor Casey had a concern pertaining to an article written in the Las Vegas Optic, a statement made by Public Information Officer Lee Einer, stating that the Council had approved the bid for the installment of the floors at City Hall. Councilor Casey stated that it was not true and advised that Council did not know of the first job of replacing floors and were not aware of the second water damage repair being done by the same contractor and advised that she asked Jason Brookes of the Las Vegas Optic to please print facts that can be supported by documentation especially when it pertains to her credibility being questioned.

Councilor Casey announced that the San Miguel County Family and Community Health Council would be hosting the BA to MV Students Program which supports intelligent students interested in the medical field as Physicians and informed that a student from Las Vegas was currently participating in the program. Councilor Casey advised it would be held at the Health Department on 18 Gallegos Road from 10:00 a.m. to 12:00 p.m. and encouraged everyone to attend.

Councilor Howell asked if the situation with lights staying on overnight at Rodriguez Baseball Park had been addressed and stated that the area behind Rodriguez Park was being used for drug/alcohol use and that property was being damaged as well.

City Manager Trujillo advised that the lights being on at Rodriguez Park was already taken care of and would look into the situation of the park issues.

Councilor Howell had concerns of not being able to read the Reader Board, recycling issues at the Solid Waste Department and agreed with Councilor Casey on her statement regarding the treatment of all City employees.

Councilor Ulibarri, Jr. recommended making a public announcement to the community regarding the bandstand/bleachers and seating for the 4<sup>th</sup> of July Fiestas.

**ADJOURN**

Councilor Howell made a motion to adjourn. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Recorder Maire Lopez re-read the motion and advised that the motion carried.

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Mayor Tonita Gurulé-Girón

ATTEST:

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Casandra Fresquez, City Clerk

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/07/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** Award request for bids #2017-24 for the Cinder Road Waterline Improvements to next lowest bidder Hay's Plumbing & Heating and enter into agreement.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award RFB #2017-24 to Hay's Plumbing & Heating 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.

The bid was awarded to low bidder Garcia Underground at the Council Meeting on May 17, 2017. However, Garcia Underground submitted a letter on June 5, 2017 requesting to withdraw from the project. The Utilities department is recommending awarding to the next lowest bidder which is Hay's Plumbing & Heating.

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

**STAFF RECOMMENDATION:** Award RFB #2017-24 to Hay's Plumbing & Heating and enter into agreement.

**COMMITTEE RECOMMENDATION:** This item was discussed at the regular meeting of the Utility Advisory Committee on July 11, 2017. Their recommendation will be provided at the Council Meeting.

**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:** 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 \$530,000	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 \$ 488,488
<b>Total Funds \$530,000</b>	<b>Total \$ 673,082</b>	<b>Total \$ 22,000</b>	<b>Total w/GRT \$ 529,500.00</b>

**BUDGETED AMOUNT:** \$530,000      **LINE ITEM NUMBER:** 646-0000-650-87?? TBD (18 budget)

ACTION	DESCRIPTION	DATE
<b>Funding Source</b>	<b>CITY</b>	
<b>Loan/Grant/City</b>	City \$530,000 Grant \$ 0 Loan \$ 0 <b>Total \$530,000</b>	FY 18 Budget
<b>Authorized Resolution</b>		NA
<b>RFP</b>	101-18	2013
<b>Engineering Services Agreement</b>	Contract#2673-13	2013
<b>Engineering Estimate</b>	Total Engineer's Estimate \$ 636,083	2016
<b>Bid Document Review</b>	Bid #2017-24	Mar 13 17
<b>Advertisement</b>	<b>ABQ, LV, Website</b>	Mar 22 17
<b>Bid Opening</b>	LV Council Chambers	Apr 19 17
<b>Bid Tabulation</b>	Contractor / Garcia Underground Amount \$482,214.98 Contractor Hays Amount \$565,813.07 Contractor Velocity Amount \$540,914.55 Contractor NM Underground Amount \$602,162.52 Contractor Total Contracting Amount \$631,020.73 Contractor Sierra Valley Amount \$631,610.97 Contractor Grandy Dancer Amount \$787,422.32	Apr 24 17
<b>Construction Estimate</b>	Contractor Share \$ \$482,214.98 (Including NMGR) (Including NMGR) City Share \$ 0	
<b>Engineer's Recommendation</b>	Hays Plumbing	6/29/17
<b>Staff Recommendation</b>	Hays Plumbing	6/29/17
<b>Committee Recommendation</b>	Schedule for next UAC meeting	5/9/17
<b>Council Approval</b>	Scheduled for Work Session and Regular Session	7/12/17
<b>Notice To Proceed</b>		TBD

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/07/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** Award request for proposals #2017-27 for Solid Waste facility improvements planning, design and construction phase engineering services to multiple proposers and enter into agreements.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award request for proposals #2017-27 to multiple proposers and enter into agreements.

**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed proposals for Solid Waste facility improvements planning, design and construction phase engineering services. We are requesting to award to all four proposers; Engineering Solutions, Molzen Corbin, Souder Miller and WH Pacific and enter into agreements.

Advertised: June 1, 2017 – Albuquerque Journal; June 2, 2017 – Las Vegas OPTIC and City website  
Proposal Opening: June 20, 2017  
Number of Proposers: 4 – Engineering Solutions, Molzen Corbin, Souder Miller, WH Pacific  
Funding Source: City Funding  
Budget Line Item: Solid Waste budget – 630

**STAFF RECOMMENDATION:** Award request for proposals #2017-27 to multiple proposers and enter into agreements.

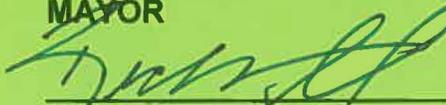
**COMMITTEE RECOMMENDATION:** This item will be discussed at the regular meeting of the Utility Advisory Committee on July 11, 2017. Their recommendation will be provided at the Council Meeting.

**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)

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/07/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/19/17

**DISCUSSION ITEM/TOPIC:** Award request for proposals #2017-29 for Waste Water system planning design and construction phase engineering services to multiple proposers and enter into agreements.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award request for proposals #2017-29 to multiple proposers and enter into agreements.

**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed proposals for Waste Water system planning design and construction phase engineering services. We are requesting to award to four of the six proposers; Molzen Corbin, Souder Miller, WH Pacific and OCCAM Engineering and enter into agreements.

Advertised:	June 1, 2017 – Albuquerque Journal; June 2, 2017 – Las Vegas OPTIC and City website
Proposal Opening:	June 20, 2017
Number of Proposers:	6 –Molzen Corbin, Souder Miller, OCCAM Engineering, HDR, WH Pacific and Santa Fe Engineering Consultants
Funding Source:	City Funding
Budget Line Item:	Waste Water budget – 630

**STAFF RECOMMENDATION:** Award request for proposals #2017-29 to multiple proposers and enter into agreements.

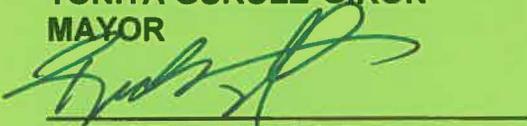
**COMMITTEE RECOMMENDATION:** This item will be discussed at the regular meeting of the Utility Advisory Committee on July 11, 2017. Their recommendation will be provided at the Council Meeting.

**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 COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/07/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** Award request for proposals #2017-30 for Water Distribution system planning design and construction phase engineering services to multiple proposers and enter into agreements.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award request for proposals #2017-30 to multiple proposers and enter into agreements.

**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed proposals for Water Distribution system planning design and construction phase engineering services. We are requesting to award to all five proposers; Molzen Corbin, Souder Miller, WH Pacific, OCCAM Engineering and HDR and enter into agreements.

Advertised: June 1, 2017 – Albuquerque Journal; June 2, 2017 – Las Vegas OPTIC and City website  
Proposal Opening: June 20, 2017  
Number of Proposers: 5 –Molzen Corbin, Souder Miller, OCCAM Engineering, HDR, WH Pacific  
Funding Source: City Funding  
Budget Line Item: Water budget – 640

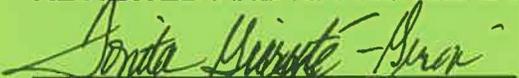
**STAFF RECOMMENDATION:** Award request for proposals #2017-30 to multiple proposers and enter into agreements.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the regular meeting of the Utility Advisory Committee on July 11, 2017. Their recommendation will be provided at the Council Meeting.

**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)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/11/17

DEPT: Executive

MEETING DATE: 7/19/17

ITEM/TOPIC: Las Vegas, N.M. Resolution in Support of Refugee Resettlement.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No. 17-27 in support of refugee resettlement.

**BACKGROUND/RATIONALE:** The City of Las Vegas, New Mexico Governing Body declares its support for the resettlement of refugees in New Mexico and calls upon other communities in the state to join them in supporting a stronger national effort to resettle the most vulnerable refugees.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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

\_\_\_\_\_  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

  
\_\_\_\_\_  
TONITA GURULE-GIRON  
MAYOR

\_\_\_\_\_  
ANN MARIE GALLEGOS  
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, NM  
Resolution No. 17-27  
In Support Of Refugee Resettlement

**WHEREAS** the world is facing the largest refugee crisis since World War II, with over 21 million refugees, 86% of whom are hosted by developing countries, which do not have the resources to adequately support large numbers;

**WHEREAS** refugee: refers to any person who is outside the country of origin and has a well-founded fear of being persecuted should he or she return;

**WHEREAS** 51% of refugees are children;

**WHEREAS** 21.3 million refugees are registered with the United Nations High Commissioner for Refugees (UNHCR)

**WHEREAS** the (UNHCR) has determined that 1,100,000 refugees are in need of immediate resettlement due to heightened vulnerability to further harm, but less than 200,000 resettlement places have been pledged by nations;

**WHEREAS** refugees in most urgent need of resettlement are identified based on their vulnerabilities and risk of further exposed to violence and exploitation – including children traveling alone, female headed households, victims of torture, the physically disabled and members of the LGBT community;

**WHEREAS** the former U.S. administration pledged only 10,000 places to the most vulnerable this year and the present administration has attempted to temporarily suspend all resettlement of refugees for 120 days from March 16, 2017;

**WHEREAS** the United States has resettled nearly 800,000 refugees since 9/11

**WHEREAS** President Obama committed to take in a total of 110,000 refugees in 2017, but president Trump in his March 6, 2017 Executive Order reduced that number to 50,000;

**WHEREAS** in his Executive Order of March 6 2017, President Trump placed a ban on the entry of refugees into the United States, with that order requiring review and possible renewal;

**WHEREAS** our three federal legislators all have cosponsored legislation which would nullify the Executive Order of March 6, 2017;

**WHEREAS** since 2011, 189 refugees have been resettled in New Mexico;

**WHEREAS** we commend the United States for the resettlement of many refugees in recent years but before note the ability of and need for our country to do more;

**WHEREAS** the vetting process for admitting refugees involves screening by the UNHCR and then a vetting process by multiple U.S. security and intelligence agencies, lasting 18 to 24 months, before the candidate can enter the country, with a substantial number of candidates being rejected;

**WHEREAS** the agencies officially responsible for resettlement in New Mexico are Catholic Charities and Lutheran Family Services in Albuquerque, and the Interfaith Leadership Alliance in Santa Fe stands ready to resettle 100 refugees

**RECOGNIZING** that resettlement usually involves a location where others of the refugee's nationality or religion live, where there are suitable employment opportunities by which a family can be supported, and a supportive infrastructure exists;

**RECOGNIZING** that these conditions do not presently exist in the Las Vegas area;

**THEREFORE BE IT RESOLVED** that Las Vegas, New Mexico, City governing body declares its support for the resettlement of refugees in New Mexico and calls upon other communities in the state to join them in supporting a stronger national effort to resettle the most vulnerable refugees.

**PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF JULY, 2017.**

---

Mayor Tonita Gurulé-Girón

ATTEST:

---

Cassandra Fresquez, City Clerk

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 7/11/17

**DEPT:** Executive

**MEETING DATE:** 7/19/17

**ITEM/TOPIC:** Resolution in support of the San Miguel County Commission's exploring the possibility of constructing and operating a hospital in the San Miguel County area.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution No. 17-28.

**BACKGROUND/RATIONALE:** The City of Las Vegas, New Mexico Governing Body does hereby resolve that it fully supports the efforts of the San Miguel County Commission to explore the possibility of constructing and operating a hospital in the San Miguel area.

**STAFF RECOMMENDATION:**

**COMMITTEE RECOMMENDATION:**

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

\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
**TONITA GURULE-GIRON**  
**MAYOR**

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
**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 17-28**

**RESOLUTION IN SUPPORT OF THE SAN MIGUEL COUNTY COMMISSION'S EXPLORING THE POSSIBILITY OF CONSTRUCTING AND OPERATING A HOSPITAL IN THE SAN MIGUEL COUNTY AREA.**

**WHEREAS** The City of Las Vegas has a duty to protect the health and welfare of its residents, and,

**WHEREAS** Residents of Las Vegas, New Mexico and surrounding communities have expressed concerns about their access to medical care, and

**WHEREAS** The San Miguel County Commission did vote on April 11, 2017 to explore the possibility of constructing and operating a hospital in the San Miguel County area,

**NOW, THEREFORE,** the City Council, the governing body of the City of Las Vegas, does hereby resolve that it fully supports the efforts of the San Miguel County Commission to explore the possibility of constructing and operating a hospital in the San Miguel County area.

**PASSED, APPROVED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Tonita Gurulé-Girón, Mayor**

**ATTEST**

\_\_\_\_\_  
**Casandra Fresquez, City Clerk**

**REVIEWED AND APPROVED BY**

\_\_\_\_\_  
**Corinna Laszlo-Henry, City Attorney**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/07/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** WH Pacific, Inc. task order – Mills Utility Building phase I.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval of task order.

**BACKGROUND/RATIONALE:** WH Pacific, Inc. will provide engineering services for design, bidding and construction administration of phase I of the Mills Utility building renovation. The amount of the task order is \$82,800 which includes NMGR.

**STAFF RECOMMENDATION:** Approval of task order.

**COMMITTEE RECOMMENDATION:** This item was discussed at the regular Utility Advisory Committee meeting on July 11, 2017. Their recommendation will be provided at the Council Meeting.

**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

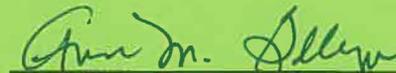
**REVIEWED AND APPROVED BY:**



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:** Mills Utility Building Renovation  
**PROJECT NUMBER:** UT-UABSL-2016-1  
**PROJECT MANAGER:** Marvin Cordova

**ENGINEER:** WHPacific  
**CONTRACT NUMBER:** 3280-17

**PROJECT DESCRIPTION:** The scope of this task order is to begin Phase 1 of the design and construction of the Mills Utility Building Renovation. (Old State Police Building.)

**TIMELINE:** July 17-July 18

FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date ('17)	Est. BAL to Expend in '17
City \$377,000	Design \$83,000	Design \$0	Design \$ 83,000
State	Consultant Services \$ 0.00	Egr Services \$0.00	Egr Services \$ 0
Federal	Construction \$294,000	Const \$0.00	Construction \$ 294,000
<b>Total Funds \$377,000</b>	<b>Total w/ GRT \$377,000</b>	<b>Total w/GRT \$0.00</b>	<b>Total w/GRT \$ 377,000</b>

**BUDGETED AMOUNT:** \$383,000      **LINE ITEM NUMBER:** 545/546/610/633/640-0000-650-8003

ACTION	DESCRIPTION	DATE
<b>Funding Source</b>	CITY	
<b>Loan/Grant/City</b>	City \$ \$383,000 Grant \$ Loan \$ Total \$ \$383,000	
<b>Authorized Ordinance</b>		
<b>RFP</b>		N/A
<b>Engineering Services Agreement</b>	Contract# _____ Task Order# _____ \$ _____	
<b>Engineering Estimate</b>	Total Engineer's Estimate \$ _____	
<b>Bid Document Review</b>	Bid #	N/A
<b>Advertisement</b>		N/A
<b>Bid Opening</b>	Date	N/A
<b>Bid Tabulation</b>	Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____	N/A
<b>Construction Estimate</b>	Contractor Share \$ 294,000 (Including NMGRT) City Share \$ 294,000	
<b>Engineer's Recommendation</b>	Contractor	N/A
<b>Staff Recommendation</b>		N/A
<b>Committee Recommendation</b>		N/A
<b>Council Approval</b>		
<b>Notice To Proceed</b>		N/A

**Las Vegas Engineering / Architectural Services On-Call  
TASK ORDER # 1  
FROM  
City of Las Vegas, NM  
TO  
WHPacific, Inc.**

1. Task Order No. ONE (1)  
Title: Mills Utility Building – Phase 1, Design, Bidding and Construction Administration
2. Location: Las Vegas, NM
4. Scope of Services Required: See Attached Letter
5. City Contact: Marvin Cordova and Maria Gilvarry  
WHPacific, Inc. Contact: Pam Lentini  
Others: \_\_\_\_\_
6. Estimated Performance Time: 12 months
7. Estimated Cost: \$82,800 (Including NMGRT at 8.3958%) T&M  
Attachments: Scope of Work
8. All provisions and conditions of the Engineering / Architectural Services Agreement dated March 15, 2017 shall apply.

\_\_\_\_\_  
Utilities Director, City of Las Vegas, NM

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney, City of Las Vegas, NM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director, City of Las Vegas, NM

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager, City of Las Vegas, NM

\_\_\_\_\_  
Date

\_\_\_\_\_  
WHPacific, Inc.

\_\_\_\_\_  
Date

June 13, 2017

Marvin Cordova, Project Manager  
City of Las Vegas Utilities Department  
905 12<sup>th</sup> Street  
Las Vegas, NM 87701

Dear Mr. Cordova,

**RE: City of Las Vegas – Mills Utilities Building Renovation – Phase 1**

WHPacific is glad to offer engineering services to the City of Las Vegas for the Mills Utilities Building Renovation. WHPacific is a full-service firm with experts in their respective fields of work with experience in building renovations similar to the services requested by the City. An initial scoping meeting was held with the City on April 12, 2017 and a site visit was performed on April 17, 2017. This revised Scope of Services for this project, as we understand it, is as follows based on teleconferences held on May 16<sup>th</sup> and on June 8<sup>th</sup>.

**Mills Utilities Building Renovation – Phase 1:**

**\$82,800-Including Alternates and NMGRT**

Please see attached breakdown

**Revised Design Scope of Services:**

1. Priority of this scope will be Phase 1 areas only.
2. Additive Bid Alternates will be considered based on funding.
3. Reuse of existing lighting will be in Base Bid. New LED lighting will be a Bid Alternate for Phase 1.
4. Total building square footage is approximately 4000 sq. ft. Phase 1 scope is approximately 2,000 sq. ft.
5. Phase 1 design will include the office areas, lobby and restrooms as indicated in the attached document. Coordinate phase 1 layout with the City of Las Vegas.
6. Site visit to perform verifications of existing building mechanical and electrical systems.
7. Perform code analysis and provide code compliant egress.
8. Identify the limits of Phase 1 demolition and coordinate with new construction.
9. Phase 1 design to include 3 security doors (cashier office, lobby south hallway and west door to maintenance bay). Cashier door to have a peep hole. Security doors to have programmable key pads. All other doors to remain.
10. New finishes will be provided in the lobby and Phase 1 areas.
11. New acoustic tile ceilings in Phase 1 areas only.
12. Public restroom to be renovated and accessible.
13. Provide large scale plans for restrooms and coordinate new accessories and fixtures.
14. New HVAC system for Phase 1 areas. Phase 1 areas will be removed from the existing HVAC units. Existing units are beyond useful life of 20 years but will remain for non-Phase 1 areas as required.
15. Preferred mechanical system is VRF with individual room controls. Condensers to be ground mounted. Outside air system type and location will be investigated during design.
16. Restroom exhaust fans to be investigated for reuse during design.
17. IT rooms are not part of the scope.
18. New water heater and new domestic hot and cold piping routed throughout. Existing water heater is beyond useful life and piping has leaks throughout.
19. Reuse of existing sanitary sewer line. New plumbing fixtures to remain near same locations to avoid major floor slab sawcuts.
20. New fiber service to the facility from the street right of way.
21. Egress lighting to be replaced/added as required.
22. Any needed new lighting in Phase 1 areas to match existing type.
23. Camera system by City of Las Vegas.
24. Estimates of probable cost will be provided.

25. Additive alternates to be included in design and noted as alternates. The scope limit of these alternates can be determined during design and are currently defined as:
  - a. LED lights in all areas.
  - b. HVAC (VRF systems) to all non-Phase 1 areas.
  - c. Finishes in all non-Phase 1 areas.
26. Bidding phase and construction administration includes a total of six (6) site visits, teleconference construction meetings, pay application review, submittal review, and RFI review and response.

**Assumptions:**

- o Fee does not include geotechnical engineering report.
- o No roof assessment or evaluation will be performed.
- o If needed, structural engineering will be an additional service to this contract.
- o Architectural fee does not include programming, FF&E, thermal envelope modifications or window replacement.
- o Large doors at the high bay area to remain.
- o Patio enclosure at main entry to remain.
- o Main restrooms renovations will not require modification of the existing restroom footprint.
- o Restroom near entry may require new footprint.
- o Infill panels at exterior walls (e.g. overhead doors) and three new office window penetrations will not be part of this phase of the project.
- o No new doors and no new door hardware beyond the three security doors to receive access control.
- o Existing data drops to be reused. No new data drops.
- o New generator backup system is not included.
- o New fire alarm system is not included.
- o Existing electrical panels to remain.
- o CADD files shall be provided by Owner. As-builting of building and its systems is not included as part of this project.
- o Three submittals: 65% Construction Document Submittal; 100% Construction Document Submittal; Final (stamped) Construction Documents.
- o Environmental survey not included.
- o Site development not included.

A rough order of magnitude construction estimate for this scope of work listed above is:

Phase 1 Construction probable cost (2,000 s.f. x \$115/s.f.)	\$ 230,000.00
Testing, Permitting, and FF&E Allowance*	\$ 35,000.00
Environmental Survey Allowance*	\$ 4,000.00
<u>Contingency:</u>	<u>\$ 25,000.00</u>
<b>Total:</b>	<b>\$ 294,000.00</b>

\*TBD by owner

Please contact Pam Lentini to discuss the fee or if there are questions regarding the scope of work. We look forward to working with you on this project.

Sincerely,



Mike Malloy, PE  
Operations Manager  
505.348.5254  
mmalloy@whpacific.com



Pam Lentini, PE  
Director of Facilities / Sr Mechanical Engineer  
505.830.8752  
plentini@whpacific.com

cc: Maria Gilvarry, City of Las Vegas Utilities Director

# WHPacific, Inc.

PROJECT NAME City of Las Vegas - Mills Utility Building Phase 1 and Add Alternates  
 PROJECT NUMBER N/A  
 DATE 6/12/2017

Discipline		Phase 1 Construction Documents	Bidding Phase & Construction Admin	Design of Additive Alternates			Total:
Project Specialist		418	418	0	0	0	836
Civil		0	0	0	0	0	0
Structural		0	0	0	0	0	0
Architectural		13,388	3,043	2,640	0	0	19,071
Mechanical		16,500	3,750	7,700	0	0	27,950
Electrical		7,631	1,387	7,276	0	0	16,294
Construction Admin Site Visit		0	4,000	0	0	0	4,000
		0	0	0	0	0	0
Discipline Subtotal		37,937	12,598	17,616	0	0	68,151
Project Management	10.00%	3,794	1,260	1,762	0	0	6,815
Subtotal:		41,731	13,858	19,378	0	0	74,966
Contingency	0.00%	0	0	0	0	0	0
Subtotal:		41,731	13,858	19,378	0	0	74,966
Travel Expense		310	930	0	0	0	1,240
ODC - repro, etc		250	50	0	0	0	300
Subtotal w/o NMGR		42,291	14,838	19,378	0	0	76,506
NMGR	8.3958%	3,551	1,246	1,627	0	0	6,294
Totals		45,841	16,084	21,004	0	0	82,800

Owner Signature / Date

WHPacific Signature / Date

**Notes:**

See Fee Letter for scope and assumptions  
Based on Phase 1 areas and additive alternates.

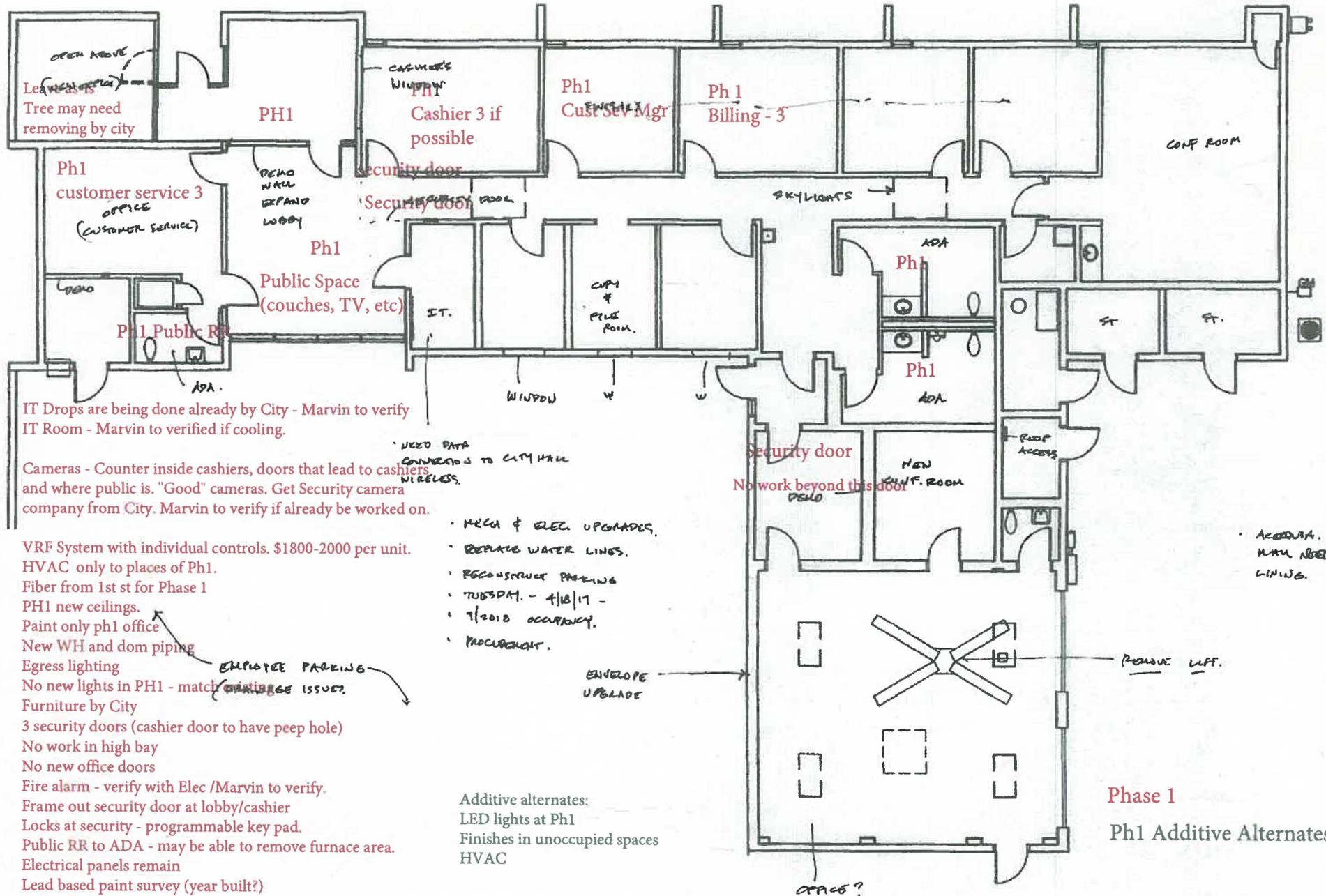
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Owner Signature / Date

---

WHPacific Signature / Date

For Reference (6/8/17)



OPEN ABOVE  
Leaves in  
Tree may need  
removing by city

PH1

CASHIER'S WINDOW  
PH1  
Cashier 3 if  
possible

PH1  
Cust Sev Mgr

PH1  
Billing - 3

CONF ROOM

PH1  
customer service 3  
OFFICE  
(CUSTOMER SERVICE)

DEMO  
WALL  
EXPAND  
LOBBY

Security door  
Security door

PH1  
Public Space  
(couches, TV, etc)

PH1 Public RR

IT.

COPY  
&  
FILE  
ROOM.

ADA

PH1

PH1

ADA

IT Drops are being done already by City - Marvin to verify  
IT Room - Marvin to verify if cooling.

Cameras - Counter inside cashiers, doors that lead to cashiers  
and where public is. "Good" cameras. Get Security camera  
company from City. Marvin to verify if already been worked on.

NEED DATA  
CONNECTION TO CITY HALL  
WIRELESS.

- MECH & ELEC UPGRADES.
- REPLACE WATER LINES.
- RECONSTRUCT PARKING
- TUESDAY - 4/18/17 -
- 7/2018 OCCUPANCY.
- PROCLAMANT.

VRF System with individual controls. \$1800-2000 per unit.  
HVAC only to places of Ph1.  
Fiber from 1st st for Phase 1  
PH1 new ceilings.  
Paint only ph1 office  
New WH and dom piping  
Egress lighting  
No new lights in PH1 - match existing  
Furniture by City  
3 security doors (cashier door to have peep hole)  
No work in high bay  
No new office doors  
Fire alarm - verify with Elec /Marvin to verify.  
Frame out security door at lobby/cashier  
Locks at security - programmable key pad.  
Public RR to ADA - may be able to remove furnace area.  
Electrical panels remain  
Lead based paint survey (year built?)  
CADD files

EMPLOYEE PARKING  
PARKING ISSUES?

ENVELOPE  
UPGRADE

Security door  
No work beyond this door

NEW  
CONF. ROOM

ROOF  
ACCESS

ACCESS  
MAY NEED  
LINING.

REMOVE  
LIFT.

Additive alternates:  
LED lights at Ph1  
Finishes in unoccupied spaces  
HVAC

Phase 1  
Ph1 Additive Alternates

OFFICE?

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/07/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** Award request for proposals #2017-28 for Natural Gas distribution system planning design and construction phase engineering services to multiple proposers and enter into agreements.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award request for proposals #2017-28 to multiple proposers and enter into agreements.

**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed proposals for Natural Gas distribution system planning design and construction phase engineering services. We are requesting to award to two of the four proposers; Molzen Corbin and Bohannan Huston and enter into agreements.

Advertised: June 1, 2017 – Albuquerque Journal; June 2, 2017 – Las Vegas OPTIC and City website  
Proposal Opening: June 20, 2017  
Number of Proposers: 4 – Bohannan Huston, Molzen Corbin, Souder Miller, OCCAM Engineering  
Funding Source: City Funding  
Budget Line Item: Gas budget – 620

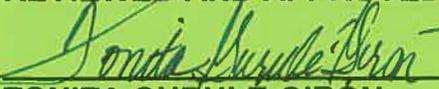
**STAFF RECOMMENDATION:** Award request for proposals #2017-28 to multiple proposers and enter into agreements.

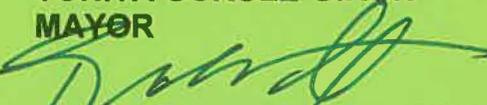
**COMMITTEE RECOMMENDATION:** This item will be discussed at the regular meeting of the Utility Advisory Committee on July 11, 2017. Their recommendation will be provided at the Council Meeting.

**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  
PROPOSAL/BID OPENING**

DATE: 20-Jun-2017

OPENING NO.: 2017-28

TIME: 11:00 AM

DEPARTMENT: UTILITIES/GAS

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

ITEM(S): NATURAL GAS DISTRIBUTION SYSTEM PLANNING  
DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
Souder Miller				✓	✓
Molzen Corbin				✓	✓
Bohannon Huston				✓	✓
Occam Engineering Inc.				✓	✓

COMPANY REPRESENTATIVE	COMPANY NAME
<i>[Signature]</i>	City of Las Vegas - Finance
<i>[Signature]</i>	City of LV PM office
<i>[Signature]</i>	City of LV Purchasing
<i>[Signature]</i>	City of Las Vegas Inventory

(use other side of form when full)  
INITIALS TAKEN BY CITY CLERK:  
*[Signature]*  
DATE: 6/20/17

OPENED BY: FINANCE DEPARTMENT  
*[Signature]*  
DATE: 6/20/17

COPIES TAKEN BY DEPT:  
*[Signature]*  
DATE: 6/20/17

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 11:00 am, June 20, 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:  
Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services

Proposal Forms and Specifications may be obtained from the following location:

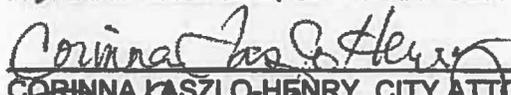
City Clerks / 1700 N GRAND AVE  
LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: PROPOSALS FOR NATURAL GAS DISTRIBUTION SYSTEM PLANNING, DESIGN AND CONSTRUCTION ENGINEERING SERVICES, Opening No. 2017-28; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS

  
RICHARD TRUJILLO, CITY MANAGER

  
CORINNA LASZLO-HENRY, CITY ATTORNEY

  
CASANDRA FRESQUEZ, CITY CLERK

  
ANN M. GALLEGOS, FINANCE DIRECTOR

  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-28

Date Issued: 5/26/2017

Published:	<u>LAS VEGAS OPTIC</u>	<u>June 2</u>	<u>2017</u>
	<u>ALBUQUERQUE JOURNAL</u>	<u>June 1</u>	<u>2017</u>
	<u>www.lasvegasnm.gov</u>	<u>June 1</u>	<u>2017</u>



### AWARDED PROPOSAL

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

### TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: June 30, 2017; 11:00 am; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: \_\_\_\_\_, 2017. The successful offeror will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### RESPONSIBILITY OF OFFEROR

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

**NON-COLLUSION**

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

**CLARIFICATION OF PROPOSAL**

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

**MODIFICATION OR WITHDRAWAL OF PROPOSAL**

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

**APPLICATION OF PREFERENCE**

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

**FEDERAL TAX IDENTIFICATION NUMBER**

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under; (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

**SPECIAL NOTICE**

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

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

**NEGOTIATION**

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

**CONTRACT**

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

**TAXES:**

Bidder must pay all applicable taxes.

**NOTE:**

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS FOR NATURAL GAS DISTRIBUTION SYSTEM PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for Professional Engineering Services for City of Las Vegas defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Gas Distribution System. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as required and directed.
- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide Review of, assessment and approval of submittals and invoices.
- m. Additional services as may be specifically requested by the City of Las Vegas.

Offeror may provide Engineering services for the following tasks:

**Task 1. Transmission line evaluation**

**Task 2. Plan Design to include Pigable Ports, Valve Pits, Line Replacement**

**Task 3. Line Replacement 4" Steel to 4" P.E. from Sabino Street to DOT Dept.**

**Task 4. Plan and Design demolition of Peak Shaving Plant and removal of Propane**

## **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

**2.1. Content and Format of Proposal:** Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

**2.2 Submittal of Proposals:** Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than

\_\_\_\_\_. Sealed proposal envelopes shall be clearly marked **"PROPOSALS FOR NATURAL GAS DISTRIBUTION SYSTEM PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in the rejection of the proposals.

**2.3 Ranking Criteria:** The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to be in compliance will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values.

Proposals should address each of the following criteria. Each proposal may be awarded a percentage of points up to the amount listed in parentheses.

**i. Specialized Design and Technical Competence (25%) – Offeror's personal experience**

in the field of water distribution. The Offeror should be able to briefly address specific examples of related projects.

**ii. Capacity and Capability (25%) – Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner, as well as work with the City and public while making presentations before committees, City Council and any other entities as needed.**

**iii. Past Record of Performance (20%) – Offeror should provide a list of references with names and phone numbers.**

**iv. Familiarity of the City of Las Vegas Utility and Infrastructure Systems (15%)– Offeror's proximity or familiarity with the area the project is located.**

**v. Current volume of work with the Contracting Agency that is less than 75% complete (5%) – The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.**

Firm should indicate the volume of work they currently have underway with the Contracting

Agency that is less than 75% complete. The purpose of this criteria is to help distribute projects among qualified firms. An *example* of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% complete	Points to be allowed for this item
None	5
\$1 to \$25,000	4
\$25,001 to \$50,000	3
\$50,001 to \$75,000	2
\$75,001 to \$100,000	1
Above \$100,001	0

- vi. **Other (5%)** – Offeror’s ability to conduct public meetings and presentations.
- vii. **Resident Preference (5%)** – Offeror’s proximity to the City of Las Vegas.

\*Note: Price cannot be a factor

**3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City will not pay for any costs associated with the preparation or submission of proposals.

**4. ENVELOPES**

Sealed proposal envelopes shall be clearly marked “PROPOSALS FOR DISTRIBUTION SYSTEM PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES”, on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in the rejection of the submitted proposal.

**5. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed by \_\_\_\_\_, 2017. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

**6. BRIBERY AND KICKBACKS**

New Mexico procurement law requires the parties to the contract be made aware that pursuant to NMSA 1978, Section 30-24-1, it is a third degree felony to commit the offense of bribery of a public officer or public employee; pursuant to NMSA 1978, Section 30-24-2, it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee; pursuant to NMSA 1978, Section 30-41-1, it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks; and, pursuant to NMSA 1978, Section 30-41-2, it is a fourth degree felony to commit the offense of offering of paying illegal kickbacks.

**7. RESPONSIBILITY OF OFFEROR**

**7.1 BONDS**

- a. The successful offeror will be required to furnish a Performance Bond, in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New

Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

## **7.2 INSURANCE CERTIFICATE**

- a. The Offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

## **8. INSTRUCTIONS TO OFFEROR**

### **8.1.1 REQUEST FOR PROPOSAL DOCUMENTS**

- a. Copies of Request for Proposals
- b. A complete set of the Request for Proposals may be obtained from the Contracting Agency.
- c. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- d. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the described project and does not confer a license or grant for any other use.
- e. A copy of the Request for Proposals shall be made available for public inspection and shall be posted at the administration building of the Contracting Agency.

### **8.1.2 Interpretations**

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency, in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

### **8.1.3 Addenda**

- a. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals.
- b. Copies of the addenda will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addenda will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

## **8.2 PROPOSAL SUBMITTAL PROCEDURES**

### **8.2.1 Format and Section Requirements of Proposals**

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:

1. **Offeror's Identification**
  - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
2. **Personnel Experience**
  - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience qualifications must reference the servicing of the City of Las Vegas Utilities System. Respond to this section as Section B of Offeror's proposal.
3. **Licenses (if applicable)**
  - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section C in Offeror's proposal.
4. **Contractors Bonds (if applicable)**
  - i. Successful offeror will be required to furnish a performance bond.
5. **Experience in Engineering/Architectural Services**
  - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
6. **Experiences as an Engineering/Architectural Consultant**
  - i. The Offeror shall demonstrate at least five (5) years of proven performance working as an engineering/architectural consultant. Respond to this section as Section F in Offeror's proposal.
7. **Documentation**
  - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section G in the Offeror's proposal.
8. **Cost**
  - i. The Offeror shall provide cost breakdown of for lodging, mileage and other miscellaneous expenses. Respond to this section as Section H in the Offeror's proposal.
9. **Financial**
  - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this sections as Section I in the Offeror's proposal.
10. **Additional Information**
  - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section J in Offeror's proposal.

## **11. Campaign Contributions Disclosure Form**

- i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section k in Offeror's proposal.**
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.**
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.**
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.**

### **8.2.2 SUBCONSULTANTS**

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.**
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the Contracting Agency after verification of eligibility status, including but not limited to suspension or debarment of the Contracting Agency.**

### **8.2.3 PREQUALIFICATION PROCESS**

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.**

### **8.2.4 DEBARRED OR SUSPENDED CONTRACTOR**

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.**

### **8.2.5 REJECTION OF SUBMITTED PROPOSALS**

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:**
  - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.**
  - 2. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Request for Proposals No., date of opening and time of opening. The sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.**

3. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### **8.2.6 CORRECTION OF WITHDRAWAL OF PROPOSALS**

- a. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- b. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided that they are fully in conformance for the Request for Proposals.

#### **8.2.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. **Laws and Regulations:** The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

#### **8.2.8 REJECTION OF CANCELLATION OF PROPOSALS**

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

### **9. CONSIDERATION OF PROPOSALS**

#### **9.1 Receipt and Opening of Proposals**

- a. Receipt, Proposals and Modifications shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Opening, Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

#### **9.2 PROPOSAL EVALUATION**

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The Contracting Agency shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).

- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
  - 1. An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted in regard to the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
  - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a particular project, the committee may:
    - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
    - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

### 9.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new Request for Proposals is initiated.
- e. The Contracting Agency shall publically announce the business(es) selected for award.

### 9.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## 10. POST PROPOSAL INFORMATION

### 10.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the City Clerk, in accordance with the requirements of the Contracting Agency's Procurement Regulations and the State of New Mexico

Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

- b. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  1. State the reasons for the action taken; and
  2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

#### **10.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

#### **10.3 NOTICE TO PROCEED**

- a. The Contracting Agency will issue a written Notice to Proceed to the Consultant.

#### **10.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

### **11. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. Funding Agency
4. As Needed

### **12. CONTRACT DOCUMENTS**

The complete Contract Documents will include the following:

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting

9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

**13. OTHER INSTRUCTIONS TO OFFERORS (If none, write none)**

**13.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

**14. GENERAL TERMS AND CONDITIONS**

**14.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Consultant*: the successful Offeror awarded the Agreement/Contract.
- c. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- d. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- e. *Procurement Manager*: means the person or designee authorized by the contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- f. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- g. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- h. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

**14.2 TERMS**

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

### 14.3 CONTRACTUAL TERMS

- a. **Amendment:** This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. **Assignability:** The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactory. Any sub-contractors assigned must be approved by the City.
- c. **Authority to Bind the City:** The Consultant shall not have the authority to enter into any contracts binding upon the City or to 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.
- d. **Binding Effect:** This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. **Business License:** Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas, and submit proof thereof.
- f. **Conflict of Interest:** The consultant 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 Contract.
- g. **Communication with the City of Las Vegas:** The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. **Funding:** This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years 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 a subsequent fiscal period, the contract will be terminated.
- i. **Gross Receipts Tax:** Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. **Indemnification:** The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. **Insurance:** The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. **Method of Payment:** The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
- m. **Notices:** Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. **Professional Standards:** The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. **Scope of Contract:** This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, 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 contract.
- p. **Subject to Other Documents:** This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. **Term:** The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.

- r. **Termination:** Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. **Timelines:** All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. **Work Stoppage:** The City of Las Vegas retains the a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 14.4 CONDITIONS

- a. **Bribes, Gratuities and Kick-Backs:** Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. **Design Professional Registration:** All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. **Fees:** A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. **Funding:** The solicitation is subject to availability of funds to accomplish the work.
- e. **Governing Law:** The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. **Independent Contractors:** The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the Contracting Agency. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.
- g. **Professional Liability Insurance:** The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. **Standard Form of Agreement between Contracting Agency and Consultant:** The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available upon request.

\*Copies of the Request for Proposals can be obtained in person at the office of the City Clerk or will be mailed upon written or telephone request to the City of Las Vegas' City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

## EVALUATION SHEET

**Offerors:**

Proposal must address each of the following criteria.

**Rating Sheet For (applicant name):**

<b>Item</b>	<b>Possible Points</b>	<b>Points Awarded</b>
1. Specialized Planning & Design and Technical Competence*	25	
2. Capacity and Capability*	25	
3. Past Record and Performance*	20	
4. Familiarity with Contracting Agency*	15	
5. Current Volume of Work with the Contracting Agency that is less than 75% complete*	5	
6. Other*	5	
7. Resident Preference*	5	
<b>Subtotal Planning &amp; Design Service</b>	<b><u>100</u></b>	

## SCORING MATRIX

### RFP 2017-28 Natural Gas Distribution System Planning Design and Construction Phase Engineering Services

	Bohannon Huston	Molzen Corbin	OEI	SMA
<b>1. Specialized Planning &amp; Design and Technical Competence</b> 25 points	<u>Evaluator #1--20</u> <u>Evaluator #2--23</u> <u>Evaluator #3--25</u> <u>Evaluator #4--25</u> <u>Evaluator #5--25</u>	<u>Evaluator #1--22</u> <u>Evaluator #2--24</u> <u>Evaluator #3--25</u> <u>Evaluator #4--25</u> <u>Evaluator #5--25</u>	<u>Evaluator #1--20</u> <u>Evaluator #2--23</u> <u>Evaluator #3--23</u> <u>Evaluator #4--24</u> <u>Evaluator #5--20</u>	<u>Evaluator #1--20</u> <u>Evaluator #2--24</u> <u>Evaluator #3--23</u> <u>Evaluator #4--25</u> <u>Evaluator #5--25</u>
<b>2. Capacity and Capability</b> 25 points	<u>Evaluator #1--20</u> <u>Evaluator #2--23</u> <u>Evaluator #3--25</u> <u>Evaluator #4--25</u> <u>Evaluator #5--25</u>	<u>Evaluator #1--19</u> <u>Evaluator #2--25</u> <u>Evaluator #3--25</u> <u>Evaluator #4--25</u> <u>Evaluator #5--25</u>	<u>Evaluator #1--20</u> <u>Evaluator #2--24</u> <u>Evaluator #3--23</u> <u>Evaluator #4--25</u> <u>Evaluator #5--20</u>	<u>Evaluator #1--15</u> <u>Evaluator #2--23</u> <u>Evaluator #3--23</u> <u>Evaluator #4--25</u> <u>Evaluator #5--25</u>
<b>3. Past Record Performance</b> 20 Points	<u>Evaluator #1--15</u> <u>Evaluator #2--18</u> <u>Evaluator #3--18</u> <u>Evaluator #4--20</u> <u>Evaluator #5--18</u>	<u>Evaluator #1--19</u> <u>Evaluator #2--20</u> <u>Evaluator #3--20</u> <u>Evaluator #4--19</u> <u>Evaluator #5--20</u>	<u>Evaluator #1--15</u> <u>Evaluator #2--18</u> <u>Evaluator #3--17</u> <u>Evaluator #4--20</u> <u>Evaluator #5--15</u>	<u>Evaluator #1--10</u> <u>Evaluator #2--19</u> <u>Evaluator #3--18</u> <u>Evaluator #4--20</u> <u>Evaluator #5--20</u>
<b>4. Familiarity with Contracting Agency</b> 15 Points	<u>Evaluator #1--8</u> <u>Evaluator #2--14</u> <u>Evaluator #3--14</u> <u>Evaluator #4--15</u> <u>Evaluator #5--12</u>	<u>Evaluator #1--15</u> <u>Evaluator #2--15</u> <u>Evaluator #3--15</u> <u>Evaluator #4--15</u> <u>Evaluator #5--15</u>	<u>Evaluator #1--12</u> <u>Evaluator #2--14</u> <u>Evaluator #3--13</u> <u>Evaluator #4--15</u> <u>Evaluator #5--12</u>	<u>Evaluator #1--12</u> <u>Evaluator #2--14</u> <u>Evaluator #3--15</u> <u>Evaluator #4--15</u> <u>Evaluator #5--15</u>
<b>5. Current Volume of Work with the Contracting Agency that is less than 75% complete</b> 5 Points	<u>Evaluator #1--5</u> <u>Evaluator #2--4</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--5</u>	<u>Evaluator #1--3</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--3</u>	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--5</u>	<u>Evaluator #1--4</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--3</u>
<b>6. Other</b> 5 Points	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--4</u>	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--5</u>	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--4</u>	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--5</u>
<b>7. Resident</b> 5 Points	<u>Evaluator #1--4</u> <u>Evaluator #2--5</u> <u>Evaluator #3--4</u> <u>Evaluator #4--3</u> <u>Evaluator #5--3</u>	<u>Evaluator #1--4</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--3</u> <u>Evaluator #5--3</u>	<u>Evaluator #1--4</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--4</u>	<u>Evaluator #1--4</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--3</u> <u>Evaluator #5--4</u>
<b>Totals</b>				
	<u>Evaluator #1--77</u> <u>Evaluator #2--91</u> <u>Evaluator #3--96</u> <u>Evaluator #4--98</u> <u>Evaluator #5--92</u>	<u>Evaluator #1--87</u> <u>Evaluator #2--99</u> <u>Evaluator #3--99</u> <u>Evaluator #4--97</u> <u>Evaluator #5--96</u>	<u>Evaluator #1--81</u> <u>Evaluator #2--94</u> <u>Evaluator #3--90</u> <u>Evaluator #4--97</u> <u>Evaluator #5--80</u>	<u>Evaluator #1--70</u> <u>Evaluator #2--95</u> <u>Evaluator #3--93</u> <u>Evaluator #4--98</u> <u>Evaluator #5--97</u>
	<b><u>90.80</u></b>	<b><u>95.60</u></b>	<b><u>88.40</u></b>	<b><u>90.60</u></b>

#1-Maria Gilvary

#2-Marvin Cordova

#3-Benito Lujan

#4-David Marquez

#5-Shawni Muniz

Opening No.: 2017-28

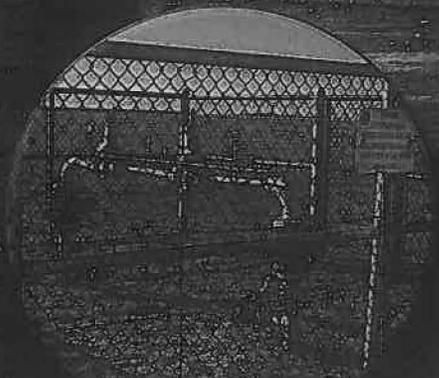
# Natural Gas Distribution System

*Planning, Design, and Construction Phase Engineering Services*

June 20, 2017



CITY OF LAS VEGAS NATURAL GAS  
MULLERS GATE STATION



Bohannon  Huston

# Bohannon Huston

June 20, 2017

Cassandra Fresquez, City Clerk  
City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

425 S. Telshor Blvd.  
Suite C-103  
Las Cruces, NM  
88011-8237

[www.bhinc.com](http://www.bhinc.com)

voice: 575.532.8670  
facsimile: 575.532.8680

Re: **Natural Gas Distribution System Planning, Design, and Construction Phase Engineering Services**  
(Opening No. 2017-28)

Throughout the years, numerous New Mexico municipalities like the City of Las Vegas have relied on Bohannon Huston, Inc., (BHI) to provide timely, high-quality services and accessible project teams. Though BHI has not worked extensively with the City in the past, we see this contract to provide the City of Las Vegas with engineering services for your natural gas utility as an opportunity to prove ourselves to you and to earn a place as a valued, preferred service provider. We are confident that you'll find our capabilities are a good match to your needs. Below are a few highlights of what the BHI team offers you:

- **Services from Concept through Construction:** BHI's complete range of services allows us to take an active role in projects from the initial planning stages all the way through design and even construction phase services. This fosters a "whole-project" view of our design work, because we know that a project is nowhere near done once the plans go out the door. We focus on constructability throughout our projects to help ensure that the solutions that we devise will meet your funding requirements, facilitate ease of construction, and minimize disruptions to the community. Our team takes great pride in our commitment to working with clients like the City of Las Vegas to resolve their infrastructure challenges, whether they are related to water supply, wastewater management, transportation facilities, or gas utilities. In fact, *we are one of the few New Mexico engineering firms that has expertise and experience with natural gas systems.*
- **Responsiveness and Resources:** Our team is committed to maintaining open, ongoing communication with the City to ensure that your needs are being met throughout the duration of this contract. Our proposed project team is backed by the depth of BHI's offices. This translates to more than 185 personnel who are available to help maintain project progress and answer any project needs that arise.
- **Municipal Mindset:** Being a native New Mexican firm, BHI has had 58 years to form professional relationships with the many villages, towns, smaller cities, and counties in the state. We have become partners with countless New Mexico municipalities, and we have earned their trust by working with them through good times and bad. As a home-grown firm, our roots are here as well as our livelihoods. Our firm lives and breathes based on our commitment to our local communities. This ensures that we create, nurture, and grow our local relationships with our municipal clients, such as Las Vegas, by providing responsive service and being a firm you can trust.

Thank you for the opportunity to submit this proposal. We look forward to working with you, and we are confident you will find BHI has the right capabilities, people, experience, and commitment to ensure your projects are successful. We look forward to serving your community on a regular basis and demonstrating how BHI can be one of the City's chosen service providers. If you have any questions about our proposal, please don't hesitate to contact me: [mthompson@bhinc.com](mailto:mthompson@bhinc.com) | 575.532.8670.

Sincerely,



Matthew Thompson, PE  
Senior Vice President

**Engineering ▲**

**Spatial Data ▲**

**Advanced Technologies ▲**



## Section A. Offeror's Identification

Designing the future of New Mexico since 1959, Bohannon Huston (BHI) has become a regionally recognized service provider working with clients to visualize projects, optimize resources, and realize the best solutions. We serve both public and private clients, specializing in the fields of Engineering, Spatial Data, and Advanced Technologies. Currently, we are more than 185 employees strong with our main office located in Albuquerque and branch offices in Las Cruces and Denver.

Federal Tax ID Number: 850202170

NM Tax ID Number: 01-503914-005

BHI's offices in Albuquerque, Las Cruces, and Denver all have ready access to I-25 to serve communities up and down the interstate, like Las Vegas.

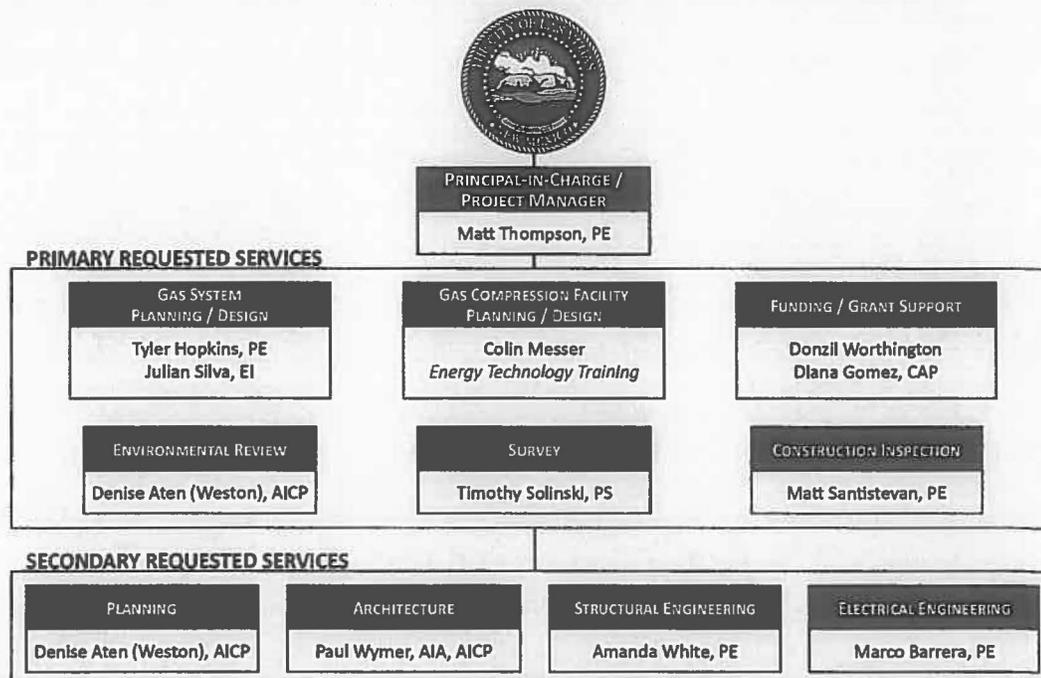
## Subcontractors

BHI has teamed up with Colin J. Messer with **Energy Technology Training** to bring additional knowledge regarding natural gas compression systems for public or private vehicle fueling facilities. As the need for a diversity of vehicle fuels grows, for both large trucks and cars, these facilities can provide an alternative source that historically have not been available. As the City of Las Vegas is on the critical I-25 corridor, becoming a partner in the future Clean Highways Program will reinforce the state commitment to ensuring alternative fuels are available on major corridors, while bringing a potential revenue source for the City.

## Staff Responsibilities and Lines of Authority

The BHI team provides a full suite of services to accomplish all the scope of work items listed in the RFP, as well as the many secondary support services requested. We offer the City of Las Vegas a complete team, as shown in the organization chart, for serving all the City's needs for gas distribution system engineering services.

**Matthew Thompson**, as our Principal-in-Charge and Project Manager, will be the City's primary interface for this contract. He will act as our primary direct resource for the City Utility Director to plan and coordinate priority work tasks for the natural gas system, while providing technical and administrative oversight for our team to deliver successful projects. Individual team members, both internal and subconsultant, will report up to Mr. Thompson for all project work, who will ultimately report to the City on project progress.



## Authorized Contact

Matthew Thompson, PE, is BHI's authorized contact for preparing and executing the contract for this work.

**Section B. Personnel Experience**

With more than 185 personnel, BHI has the **Capacity and Capability** to help the City update, develop, and maintain a natural gas utility system that your community can rely on. The following sections highlight the expertise that our team members offer for completing your projects.

**Key Personnel Qualifications**

<b>Principal-in-Charge / Project Manager</b>	<b>Matt Thompson, PE</b>	
	 <p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 25 years of experience</li> <li>• PE: NM #13868</li> <li>• BS Mechanical Engineering</li> <li>• BS Electrical Engineering</li> </ul>	<p><i>Matt Thompson is responsible for mechanical and electrical work disciplines and all work related to natural gas utility transmission, regulation and distribution. He brings a thorough understanding of the specific regulatory constraints and design knowledge of high and low pressure distribution systems in rural and urban environments. Matt has worked extensively with numerous public agencies and private entities on gas utility projects throughout New Mexico.</i></p>

<b>Gas Distribution</b>	<b>Tyler Hopkins, PE</b>	
	 <p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 10 years of experience</li> <li>• PE: NM #20677</li> <li>• BS Civil Engineering</li> </ul>	<p><i>Tyler Hopkins focuses on software analysis of water and wastewater projects for early planning and ultimate designs. He is also familiar with associated federal and state regulatory requirements and has completed numerous operating permits for existing and new facilities. Tyler is proficient in a variety of design and analysis programs including GasWorks, Civil3D, Autodesk Storm and Sanitary, and InfoWater.</i></p>

<b>Gas Compression Facility Planning</b>	<b>Colin Messer   Energy Technology Training</b>	
	<p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 38 years of experience</li> <li>• Certificates: CNG and LPG fuel systems</li> <li>• BA English</li> <li>• AA Agricultural &amp; Industrial Machine Technology</li> <li>• Past President: New Mexico Association of Energy Engineers</li> </ul>	<p><i>Colin Messer has focused his nearly 4-decade career on working with gaseous transportation fuels and related technologies, including alternative fuels and advanced powertrain projects in public and private sectors. As a Program Manager with the State of New Mexico, Colin managed alternative transportation fuels and biomass-to-energy projects.</i></p>

<b>Funding / Grant Support</b>	<b>Donzil Worthington</b>	
	 <p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 40 years of experience</li> <li>• University Studies</li> </ul>	<p><i>Donzil Worthington brings four decades of infrastructure and design construction experience in addition to New Mexico-specific infrastructure funding, administration, and project management experience. Donzil has provided significant support to municipalities, counties, and public entities in funding and grant administration, and he has successfully assisted New Mexico communities in obtaining \$26M in funding over the last 4 years.</i></p>

Funding / Grant Support	<b>Diana Gomez, CAP</b>	
		<p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 13 years of experience</li> <li>• Certified Administrative Professional: NM #93941001</li> <li>• BS Computer Science</li> </ul>

*Diana Gomez guides clients through the grant application process and ensures all necessary documentation is submitted to the funding agency. She is familiar with grant agreements, public notice publications, public meetings, project budget information, client operating budgets, and the execution of all required forms. Diana is experienced working with numerous funding agencies and facilitates communication between clients and the funding agency.*

Environmental Review / Public Meetings	<b>Denise Aten (Weston), AICP</b>	
		<p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 27 years of experience</li> <li>• American Institute of Certified Planners #023292</li> <li>• MS Environmental Planning</li> <li>• BA Math &amp; Economics</li> </ul>

*Denise Aten's experience includes managing projects involving environmental compliance, air quality analysis, and coordinating with multiple agencies, stakeholder groups, and the public. She has been responsible for ensuring compliance with numerous regulatory requirements as well as managing a variety of NEPA projects.*

Survey	<b>Timothy Solinski, PS</b>	
		<p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 22 years of experience</li> <li>• PS: NM #17531</li> <li>• BS Survey Engineering</li> </ul>

*Tim Solinski is responsible for project development and project management with an emphasis on large energy generation and transmission projects. He is familiar with federal, state, tribal, and local surveying standards and has worked extensively with a field-derived, attribute-rich feature code surveying approach for direct ingest into GIS data capture and processing.*

Construction Inspection	<b>Matt Santistevan, PE</b>	
		<p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>• 27 years of experience</li> <li>• GB2 Contractors License</li> <li>• PE: NM #14720</li> <li>• BS Construction Eng.</li> <li>• Certificated First Aid/CPR</li> <li>• Certificate Permit-Required Confined Space Training</li> </ul>

*Matt Santistevan has complete charge of all construction inspection and management efforts undertaken by the firm. He is responsible for supervision and coordination of inspection staff. Matt acts as the owner's representative during the construction phase to administer the terms of the agreement between the owner and the contractor, and he works with various parties including the design engineer, surveyors, etc. to ensure the projects are constructed in conformity with the project plans and specifications.*

**Experience with City of Las Vegas Utilities Systems**

While BHI has not worked extensively with the City of Las Vegas to become *familiar with the City's utility systems*, BHI is a committed partner to many New Mexico's municipalities and believes our past work speaks well to our ability to understand your needs and expectations for high-quality project work and responsive, attentive service. Although each municipality is different, all strive for a common goal of quality and cost-effective projects for their communities. This is what we are committed to delivering to the City through this contract.

Providing engineering services for local municipalities is an important part of our business. BHI has performed work for the Cities of Gallup, Grants, Deming, Albuquerque, Elephant Butte, Farmington, Hatch, Hobbs, Las Cruces, Moriarty, Raton, Reserve, Rio Rancho, Roswell, Ruidoso, Santa Fe, Silver City, Socorro, Truth or Consequences, and Tucumcari; and for the following counties: Bernalillo, Lincoln, Los Alamos, Luna, McKinley, Otero, Quay, Santa Fe, and Sandoval. We have long-standing relationships with these municipalities because we have made them a priority for our work. We invest the time to learn and understand the individual needs of our municipal clients and to work with them to overcome fast-track schedules, tight budget limitations, and unique project constraints. We look forward to working with the City to earn your trust and gain the familiarity with your infrastructure hopes and needs to become a relied-upon service provider for years to come.



**Volume of Work with Las Vegas**

BHI has no current contracts with the City of Las Vegas.

**Section C. Licenses**

BHI staff maintain appropriate licenses for all services to be performed under this contract. Copies of the Professional Engineering licenses for key staff are included in *Section G: Documentation*. Additional team licenses can be verified on the website for the New Mexico Board of Licensure for Professional Engineers & Professional Surveyors: [www.sblpes.state.nm.us/](http://www.sblpes.state.nm.us/).

**Section D. Contractor's Bonds**

In conversation with Marvin Cordova regarding the RFP on June 9, 2017, Mr. Cordova stated that a performance bond would not be required for the engineering services to be completed, but that was instead a contractor requirement. BHI has generally never been required to provide a performance bond for consulting services, but this can be addressed during negotiations of the contract.

**Section E. Experience in Engineering / Architectural Systems**

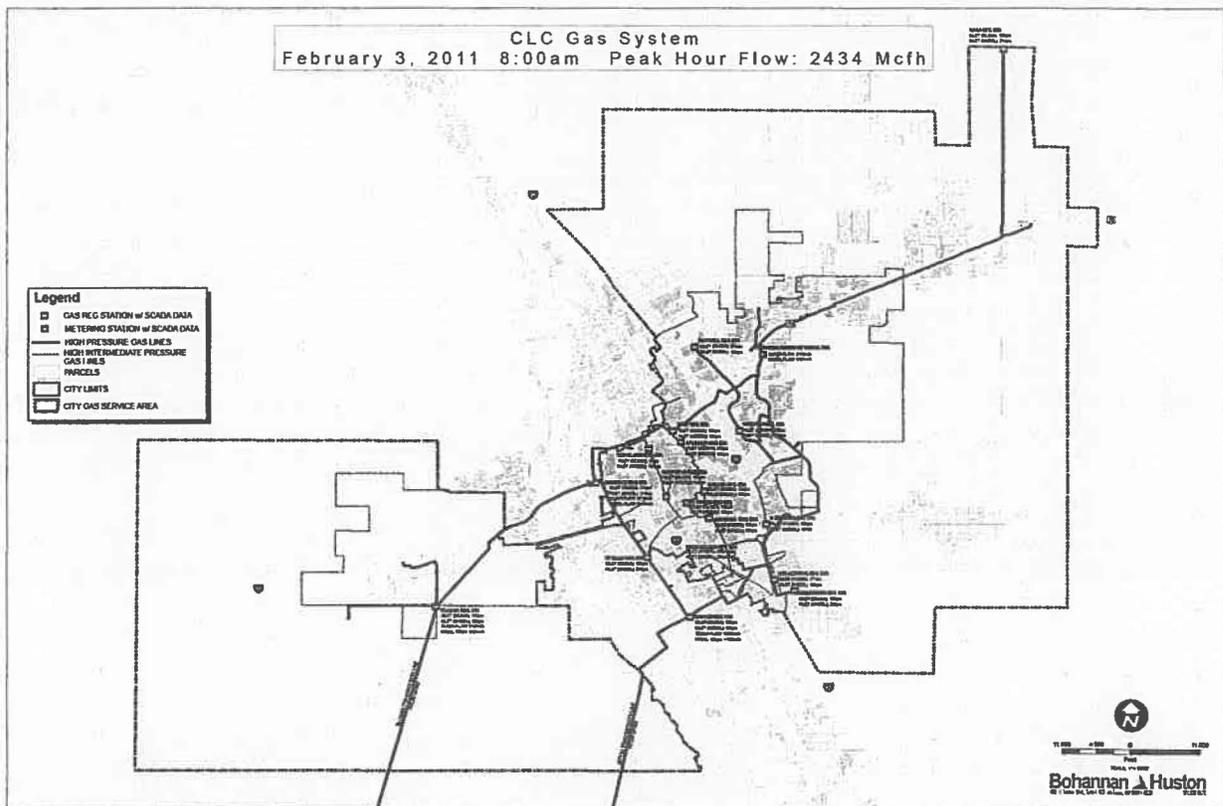
The BHI team brings an exceptional *Past Record of Performance* on previous natural gas system projects over the last 15 years. We have discussed several of these projects below and included the client references who are familiar with our work.

**City of Las Cruces Natural Gas System Master Plan (2013)**

**→ City-Wide High Pressure System Computer Model and Master Plan Document**

The Las Cruces Utilities Department (LCU) needed a basis to understand and manage the existing high-pressure natural gas system throughout their city-wide system, from the El Paso Natural Gas transmission gates to the farthest delivery points. BHI developed an estimated future natural gas demand based on projected worst-case weather assumptions and past historical peaking factors. Using the City's GIS database for gas pipeline and regulator station entities, BHI developed and calibrated a gas system computer model to analyze their existing system to calibrate to known telemetry instrumentation data and then define recommended phased capital improvements for expected growth areas as identified in the City's comprehensive plan. These capital improvements were phased in a pattern to allow flexibility in accommodating potentially different growth patterns and allow the City to minimize the economic impact of those major improvements on their current customer base and rate structure. The analysis and results from the model were used to create the Master Plan that included the summary of gas demand projections, design criteria, phased capital improvements, and estimated capital costs. As part of this project, BHI also provided the LCU staff training on the gas model for their continued use and development of the model into the future.

<p><b>Client:</b>                  City of Las Cruces                  PO Box 20000                  Las Cruces, NM 88004</p> <p><b>Contact:</b>                  Carl Clark: 575.528.3142</p>
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## Deming On-Call Natural Gas System – North System Interconnect (2012)

### → Distribution Pipeline Extensions Construction Design Packages

The City of Deming authorized an engineering on-call contract to support their operations team with planning, design and construction support aspects of their natural gas utility. To date, we have supported the City with two construction projects involving a replacement and an extension. The replacement project involved the replacement of a 4-inch jacketed steel distribution pipeline that had been damaged by equipment from a contractor causing a gas leak.

This pipeline was within a casing below the Union Pacific Railroad (UPRR) tracks. BHI designed a new bore crossing and coordinated the permitting activities with the railway for this new construction. The second project has been an extension of the higher rated 100 psig distribution system north across I-10 and the UPRR tracks to service an expanded industrial park facility. BHI was responsible for the construction documents and right-of-way permitting for NMDOT and UPRR as well on this project.

**Client:**  
City of Deming  
309 South Gold Avenue  
Deming, NM 880320  
**Contact:**  
Jim Massengill: 575.546.8848

## Hatch Low-Pressure Distribution System Rehabilitation (2002-2009)

### → Natural Gas Distribution System Analysis, Design, and Construction Inspection

BHI provided planning, design, and construction inspection for a low-pressure distribution system rehabilitation project for the Village of Hatch both inside and outside the village limits. Hatch, in consortium with the City of Las Cruces, had extended a high-pressure gas distribution network from the outskirts of Las Cruces up to Hatch in the late 1970's and transferred the village off an older propane distribution system to a new PVC system at the time. Further low-pressure distribution system extensions to outlying areas beyond the village limits were done in the 1980's to provide service to areas that had requested natural gas service. An analysis of the village gas distribution system was done in a computer model to confirm peak-demand delivery pressures, and these older PVC pipelines were replaced. Design of new low-pressure distribution pipelines incorporated newer medium-density polyethylene (MDPE) materials to achieve a 100 psig Maximum Allowable Operating Pressure (MAOP) and replace the older PVC pipelines throughout the majority of the community up to and including new riser connections to existing meters. The newer MDPE pipe system is a much more durable system that is easier to repair, maintain, or extend as necessary with qualified MDPE welding teams.

**Client:**  
Village of Hatch  
PO Box 220  
Hatch, NM 87937  
**Contact:**  
Mike Castillo: 575.267.5216



## North Loop High-Pressure Distribution Pipeline Replacement (2010 – 2011)

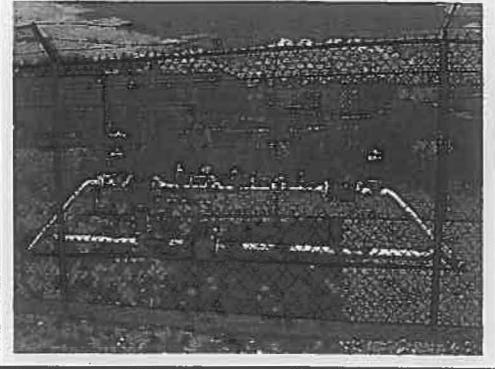
### → High-Pressure Pipeline Construction Design Package and Construction Support

BHI provided design services for replacing an existing 4-inch steel distribution pipeline with a new 8-inch jacketed steel distribution pipeline supplying natural gas to the northeastern area of the City of Las Cruces distribution system within the city limits. The project involved nearly 5 miles of high-pressure distribution pipeline replacement operating at approximately 350 psi, with an MAOP of 400 psig. The purpose of the pipeline is to complete the final pipeline loop encircling the city to allow full bi-directional flow from the two main pressure regulator stations feeding the city, Afton Station and Martinez Station, and provide capacity for redundancy and future projected city growth. The pipeline design elements involved right-of-way acquisition for various public or private corridor crossings, sacrificial cathodic protection system, borings, drainage structure attachments, and low-pressure regulator station connections.

BHI provided construction administration support for the City project manager and Operator-Qualified inspectors from submittal review for material compliance through final system testing. This also involved answering contractor inquiries regarding plans and guidance for re-alignment shifts as unknown underground features were revealed.

**Client:**  
City of Las Cruces  
PO Box 20000  
Las Cruces, NM 88004

**Contact:**  
Carl Clark: 575.528.3152



## Rio Grande Natural Gas Association – East Mesa/North Valley Pipeline Alignment Study and Replacement (2003 – 2007)

### → Pipeline Alignment Study and Construction Design Package

BHI provided alignment planning and design for pipeline replacements supplying natural gas in the East Mesa and North Valley areas of the Rio Grande Natural Gas Association system located in Doña Ana County including supply to Hatch and the NASA White Sands Test Facility. The project study involved nearly 35 miles of primarily high-pressure distribution pipeline replacement. A transmission pipeline direct connection option was also reviewed for a main gate sole ownership from the El Paso Natural Gas transmission supply pipeline. This project involved reviewing field conditions, right-of-way acquisition, environmental permitting, construction feasibility, cathodic system solutions, construction cost, and providing overall project recommendations. The North Valley pipeline first phase segment design from the City of Las Cruces limits north to Radium Springs was completed based on these

recommendations. This 11-mile long design phase included a combination of 4-inch, 6-inch, and 8-inch high-pressure distribution pipelines with connections to local and district regulator stations within the NM 185 corridor. This project was not released for construction due to the anticipated replacement costs and changing priorities for the Association's co-owners: the City of Las Cruces and Village of Hatch.

**Client:**  
Rio Grande Natural Gas Association

**Contact:**  
Purchased by Zia Natural Gas Company



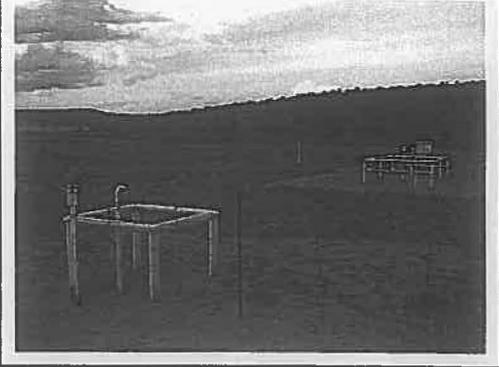
## Replacement Gas Pipeline Alignment Study

### → Natural Gas Distribution System Analysis and Study Recommendations

BHI provided alignment planning for a pipeline replacement supplying natural gas through the Village of Capitan, located in Lincoln County. The project study involved nearly 6 miles of primarily high-pressure distribution pipeline replacement. A secondary factor was the modification of the main supply gate which was connected to an adjacent private gas company, Zia Natural Gas Company (ZNGC). All natural gas was purchased from this intermediate private company rather than directly from El Paso Natural Gas (EPNG), effectively doubling transmission revenue fees. A direct connection to the EPNG transmission pipeline with a new transmission regulator gate owned by CCNG was evaluated to modify the purchasing agreements. A pipeline gas model was run to confirm the minimum pipeline necessary to ensure adequate pressure necessary to continue to supply future growth to the community of Carrizozo, even farther from the main gate than Capitan. This study also involved reviewing field conditions, right-of-way acquisition, environmental permitting, construction feasibility, cathodic system solutions, construction cost, and providing overall project recommendations.

**Client:**  
Capitan-Carrizozo Natural Gas Association

**Contact:**  
Purchased by Zia Natural Gas Company



## Section F. Experience as an Engineering / Architectural Consultant

BHI offers the City of Las Vegas the *Specialized Design and Technical Competence* to effectively execute a range of projects under this contract. We have provided our clients throughout New Mexico and around the Southwest with *timely and responsive services in Engineering and Spatial Data for 58 years!*

### Engineering

BHI has been providing sustainable engineering solutions for our clients since opening our doors in 1959. We offer the full set of civil engineering planning and design expertise for municipal utilities, water and wastewater, private development, structures, traffic and transportation, and public sector facilities projects. BHI participates in projects from beginning to end with our in-office design staff and our construction engineering experts who are responsible for field administration and inspection. Our civil engineering strength is complemented further by our ability to provide mechanical and electrical engineering design. **Our specific experience with natural gas utility work—both private and public—includes the following expertise:**

#### Natural Gas Utility Infrastructure Planning

Planning for natural gas involves a different aspect for most communities in that the supply side is generally a service provided by a transmission sales entity, such as Kinder Morgan or New Mexico Gas Company. Coordination with the transmission supplier is crucial for examination of the growth of the community and long-term sales contracts. The location of the connection gate and metering can provide benefits ranging from distribution regulator-station locations to sales negotiating.

**BHI has been providing natural gas utility services for 15 years.**

*We are familiar with federal and state regulations regarding natural gas transportation, distribution, management issues, and appropriate funding sources.*

Similar to all utility system engineering, careful modeling of the system is a primary tool in preparing a properly developed transmission, regulator station, and distribution network. Gas models of the existing pipeline system or expansions are built within the most current version of **GASWorks**. This modeling software allows the entire network to be simulated from the regulator to the customer meter assembly utilizing digital backgrounds or aerial photography for spatial layouts. Any existing models can be brought within the overall model and organized into a complete system analysis. Calibration checks are performed throughout the network to conform to any pre-existing conditions. Dynamic modeling can be used as a significant tool to project anticipated development for sizing purposes to provide primary and secondary pipeline distribution systems capable of handling current and future loads. These calculations also include regulator valve information and can be calibrated at specific existing points to accurately reflect what pressure is actually occurring in the existing network with field measurements.



**GASWorks** software uses either an AutoCAD or GIS ArcView background. Our experience is that this software needs to accurately display all meters in the network to show demand flows properly. Effectively, that also means all supporting pipeline networks also need to be shown accurately as well. If the City already has a basis for some of the pipeline network in a Geographical Information System (GIS) database such as ArcView, then we would import that shapefile background into the base **GASWorks** file and build upon that. **Effectively, this eliminates a dual AutoCAD and Pipeline Simulation map scenario where the two bases do not match, are difficult to maintain over the years as items change, and make it difficult to manage system integrity such as age and pipe criteria.** All modeling work could then be used by City personnel to have a functional system GIS database for the gas utility to identify and locate pipelines, and simultaneously allow the network to be readily imported into **GASWorks**, allowing an easy evaluation by the operator to easily determine any future growth impacts to the overall network.

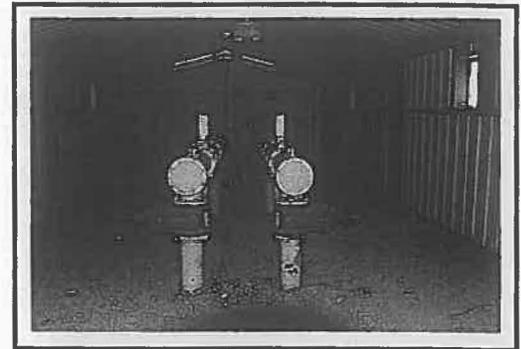


Combining these planning elements together with an expected capital improvement program and O&M costs, we can define an asset management strategy including examining existing rates. We can confirm the existing rate structure that is based on cost of service and determine if it is sufficient to meet the short- and long-term revenue requirements of the City's operations. Individual work tasks for this review would be to:



- Review current natural gas user charges, and compare these to other local municipal rate structures in New Mexico.
- Review current system operating costs in relationship to revenue.
- Define future costs of providing natural gas in accordance with established and anticipated operational regulations and industry standards.
- Project system demand growth increases and supply availability and cost issues.

- Propose rates that recover all costs and maintain positive retained earnings, positive working capital, and positive cash balances, while meeting debt-service requirements, O&M costs, and capital improvement needs.
- Provide adequate revenue stream for the establishment of appropriate reserve accounts for continuous financing of operations during periods of extreme weather conditions, operational emergencies, and infrastructure replacement.

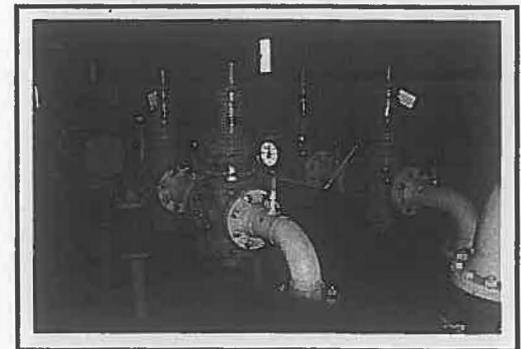


### Natural Gas Utility Infrastructure Design

After the planning process has been completed to identify a newly proposed or rehabilitated gas system, then a careful design process can begin. **Natural gas system design requires special attention to detail to provide a safe and durable utility service for the community.** We have completed high- and low-pressure distribution system designs involving several tasks, such as roadway crossings, sacrificial or impressed current cathodic protection, and pressure regulation. New system renovations or extensions can be designed relatively straight-forwardly if a good planning scenario has been performed. Some of the most difficult design work is to rehabilitate an older system area that has been determined to be deficient by either a leak detection program or known unacceptable materials. Consideration must be given to ensure that bringing a new system on-line and shutdown of an old system is handled properly.



The minimum federal pipeline safety standards of 49 CFR Part 192 require that each section of pipeline or each segment of a distribution system to be designed have a maximum allowable operating pressure (MAOP) established. A separate MAOP must be established for each distinct segment of a gas pipeline system. The transmission line transporting gas to the main gate station, the high-pressure feeder supplying district regulator stations, and each separately operated portion of a distribution system must each have a designated MAOP. The federal standards list the factors to review in determining the MAOP, and the lowest pressure thus determined is the MAOP for that segment. Historical pressure testing records must be available to substantiate any value determined.



Our intent for this compliance coordination would be to work with the gas system operator to determine what MAOP documentation has been previously defined and confirmed by the New Mexico Pipeline Safety Bureau. All other segments throughout the pipe network not previously classified would either be classified by a new pressure testing regime, established by the last five years of a safe operating pressure, or replaced entirely with a newly constructed pipeline tested to meet a specific MAOP. In all cases, the final goal is to have an entire network map defining each segment with all MAOP ratings identified for submission to the Pipeline Safety Bureau for concurrence and to maintain indefinitely on record.

## Spatial Data

The survey and mapping services that we offer allow us to participate in the project at the very early stages of development, by collecting the pertinent data upon which planning and design are based. BHI is known industry-wide for our investment in efficient electronic data-gathering tools that complement our knowledgeable staff, allowing us to provide cost-effective, accurate, and appropriate data sets. Our established expertise in the survey and mapping sciences is enhanced by our mastery of Geographic Information System (GIS) and ground-based LiDAR (laser scanning) technologies.



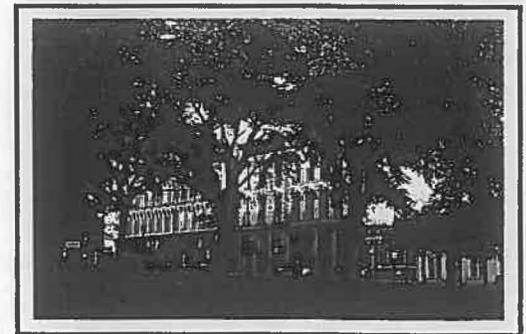
## Public Meetings

BHI brings exceptional abilities in **Conducting Public Meetings**. At the initiation of any project, we can work with you to develop a public involvement plan that accomplishes an appropriate level of community input and scoping directly tailored to each project. This could include a few property-owner meetings, a set of public involvement meetings, or a public hearing. The individualized scope will be based on project-specific issues.



Our team offers many years of experience coordinating presentations with interdisciplinary teams, facilitating meetings, preparing advertisements and display materials, and recording public involvement activities. Our approach is to:

1. Establish a predictable process (with legal notification, comment periods, etc.)
2. Provide substantive information (with displays, PowerPoint presentations, handouts, etc.)
3. Create satisfying relationships with the public (by being accessible, listening to people, responding to comments, etc.)
4. Meet the NEPA regulations and requirements



As a critical component of a successful public outreach effort, we are able to maintain comprehensive documentation of all public outreach efforts and provide it in an input synopsis upon completion of the project. Careful management of all comments received, including stakeholders, is ongoing throughout project development and available as part of the final administrative record.

Section G. Documentation

Below are copies of our primary technical staff members' professional licenses:

State of New Mexico



**State Board of Registration  
For Professional Engineers and Surveyors**

This is to Certify that Matthew Richard Thompson  
having given satisfactory evidence of the necessary qualifications, as required by Sections 61-23-1  
through 61-23-32 NMSA (1978), has been duly registered and is hereby authorized to practice  
**Professional Engineering**  
in the State of New Mexico

In Testimony Whereof, Witness the signature  
of the Chairman and Secretary under seal of the Board  
dated 17 February 1998  
Roderic A. Woodworth  
Chairman



Certificate No. 15969

State of New Mexico



**State Board of Licensure  
For Professional Engineers and Professional Surveyors**

This is to Certify that Tyler R. Hopkins  
having given evidence of the necessary qualifications, as required by Sections 6123-1  
through 6123-32 NMSA (1978), has been duly licensed and is hereby authorized to practice  
**Professional Engineering**  
in the state of New Mexico

In Testimony Whereof, Witness the signature  
of the Chairman and Secretary under seal of the Board  
dated September 20, 2011  
Julie P. Sennett PE  
Chairman



License No. 20677

State of New Mexico



**Board of Licensure  
For Professional Engineers and Surveyors**

This is to Certify that Timothy M. Solinski, P.E.  
having given evidence of necessary qualifications, as required by Sections 6123-1  
through 6123-32 NMSA (1978), has been duly registered and is hereby authorized to practice  
**Professional Surveying**  
in the state of New Mexico

In Testimony Whereof, Witness the signature  
of the Chairman and Secretary under seal of the Board  
dated 12 May 2006  
M. Lawrence  
Chairman



License No. 17531

Board of Licensure for Professional Engineers & Professional Surveyors

This is to certify that  
**Matthew A. Sanfistevan**

has complied with all requirements of the Board including the Professional  
Development Program and is duly licensed as a **PROFESSIONAL ENGINEER**  
and is hereby authorized to practice as such in the State of New Mexico until  
12/31/2014

Signature: [Signature] License No. 187245

Rola Idries, Ph.D., PE  
Board Chair

Board Secretary

This certificate hereby qualifies

**Denise M. Weston, AICP**

as a member with all the benefits of a Certified Planner  
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 028292

Paul Farmer  
Paul Farmer, FAICP  
Executive Director and CEO

[Signature]  
Graham Billingsley, AICP  
President



The American Planning Association's  
Professional Institute  
American Institute  
of Certified Planners  
Making Great Communities Happen



awards

**Diana Gomez**

the certification of  
**Certified Administrative Professional® (CAP®)**  
for having fulfilled experience requirements, passing a rigorous examination  
and committing to maintaining the established high standards of excellence  
through continuing education and professional development.

Certification earned  
May 2014  
Certified through  
May 2017



Julie A. Yoncoski  
Julie A. Yoncoski, CAP DM  
IAAP President

## Section H. Cost

Below is an excerpt from our standard fee schedule that highlights the breakdown of costs for materials and reimbursable expenses, such as lodging and mileage.

### MATERIALS AND REIMBURSABLE EXPENSES

**Plotting, Printing and Binding** – As invoiced at cost of labor and materials.

**Courier / Delivery Service** - As invoiced by provider.

**Mileage** – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

**Per Diem/Travel** – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office/Professional staff travel costs, meals and lodging will be billed at cost.

**Survey Equipment Charge** - \$25.00/Hour.

**Survey Material Charge** - \$1.50/Hour.

**Expert Witness** - Rates shall be \$300.00/Hour with a minimum of four hours while in court.

**Other Direct Project Expenses** - At Cost.

**Overtime** - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

**Applicable Gross Receipts or Sales and Use Tax** - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

Section I. Financial

 **BANK OF ALBUQUERQUE**

100 Sun Avenue NE, Suite 500  
Albuquerque, New Mexico 87109

[www.bankofalbuquerque.com](http://www.bankofalbuquerque.com)

June 12, 2017

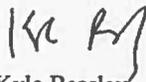
To Whom It May Concern:

Bohannon Huston, Inc. established its banking relationship with Bank of Albuquerque in January 2012 and is a very valued customer of the bank. The company maintains a loan and depository relationship with us consisting of a low seven figure revolving line of credit and deposit accounts with a combined average balance in the low seven figure range.

Bohannon Huston, Inc. is managed by individuals who are very knowledgeable, experienced, and of high integrity. Overall, Bohannon Huston, Inc. has handled its banking relationship in an exemplary manner. The Bank does not provide a credit rating, but has determined by our underwriting standards that Bohannon Huston, Inc. is credit worthy as evidenced by our past and current lending activity.

If I may be of any further assistance, please feel free to contact me at 505-222-8431.

Sincerely,



Kyle Beasley  
Senior Vice President

Bank of Albuquerque, a division of BOKF, N.A. Member FDIC. Equal Housing Lender. 

**Section J. Additional Information**

None

**Section K. Campaign Contribution Disclosure Form****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) \_\_\_\_\_

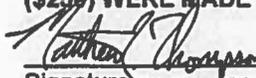
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

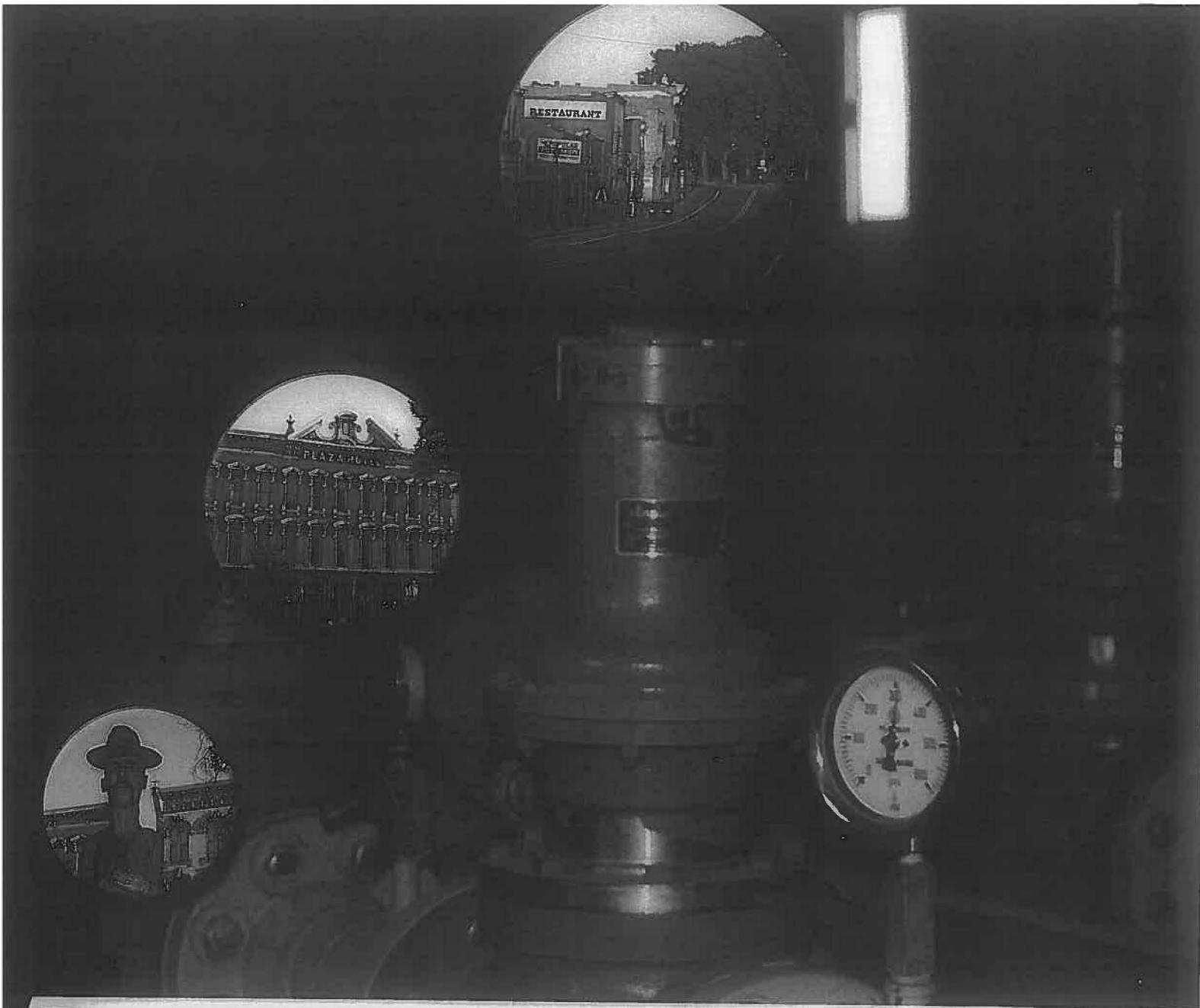
-OR-

**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.

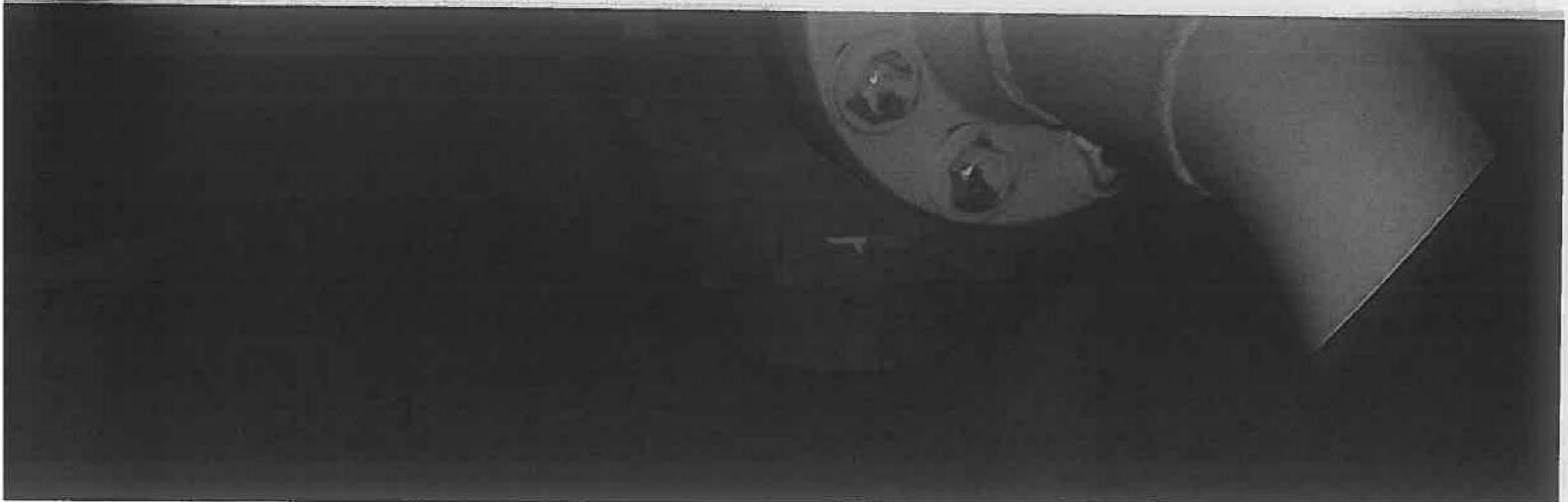
  
\_\_\_\_\_  
Signature Matthew Thompson

June 19, 2017  
\_\_\_\_\_  
Date

Senior Vice President  
\_\_\_\_\_  
Title (Position)



**Bohannon ▲ Huston**



City of Las Vegas

Natural Gas Distribution  
System Planning, Design,  
and Construction  
Engineering Services

June 20, 2017  
RFP Opening #2017-28



June 20, 2017

Casandra Fresquez  
City Clerk  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701



**RE: Natural Gas Distribution System Planning, Design, and Construction Engineering Services, Opening No. 2017-28**

Dear Ms. Fresquez and Members of the Selection Committee:

Molzen Corbin understands the challenges the City faces over the next four years as you plan and complete projects to improve the gas distribution system for years to come. 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. Jon Jones, PE; Mr. John Montoya, PE, PS, PTOE; Mr. Paul Romero, PE; Mr. Jonah Ruybalid, PE, CFM; and Mr. Douglas Albin) have extensive experience in Las Vegas, including the East Water Loop Segments A and B, the Cinder Road Sewer Improvements, and the Solid Waste Transfer Station Water System.
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, surveying, 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 contract.
4. **We provide responsive, personalized service.** Molzen Corbin is specifically structured and staffed to provide rapid response to the day-to-day project needs of the City. We complete weekly status and review meetings with City personnel in Las Vegas for your projects, as we know that the success of any project hinges on communication with the City and the community. We are experienced in completing presentations before committees and City Councils on a regular basis to keep the community informed, and provide for a complete understanding of all project elements.

We welcome the opportunity to use our experienced and talented project team to assist the City of Las Vegas to realize your short-term goals and long-term vision.

Sincerely,  
MOLZEN CORBIN

Adelmo E. Archuleta, MS, PE  
President and Owner

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Appendix

Offeror Information Form, Letter of Credit, and Campaign Contribution Form

## A. Offerer's Identification

### About Molzen Corbin

Molzen Corbin is a local, nationally-ranked professional architecture and engineering firm. Established in Albuquerque in 1960, we employ 70 staff members who believe that New Mexico is a great place to live and work. We appreciate the challenges that our clients undertake on behalf of their communities and we respect their goals as our own.

### Name, Address, Telephone Number and Date When Firm Was Established

Molzen Corbin was established in 1960 and is a corporation owned by Mr. Adelmo Archuleta, PE. Our corporate offices are located at 2701 Miles Road SE, Albuquerque, New Mexico, 87106, (505) 242-5700.

### Federal Tax ID & NM Tax Identification Number

Molzen Corbin's Federal Tax ID number is 85-0166212. Our New Mexico Combined Reporting System (CRS) number is 01305771005. Our Resident Business Certificate Number is L1340229584.

### Person Authorized to Contract

Mr. Clayton Ten Eyck, MS, PE, Vice President at Molzen Corbin will be responsible for the preparation and execution of the contract.

### Experience Providing On-Call Engineering Services

Molzen Corbin pioneered the use of on-call engineering agreements in the 1980s. Today, on-call and retainer agreements remain at the heart of our business. We are specifically organized and staffed to provide responsive on-call services to clients Statewide. Over decades of experience, we have honed a service model that focuses on continuous improvement and on delivering value with every task and conversation. We are structured and staffed specifically to provide on-call services to public entities, and routinely go beyond "8-to-5."

### Organizational Chart

Our organization chart reflecting responsibilities and interface with City staff is highlighted in **Figure 1**. It clearly delineates lines of authority within Molzen Corbin.

### Subcontractors

Subcontractors noted on the organization chart that may be used during the course of this contract are listed in the following section along with their professional licenses as applicable.

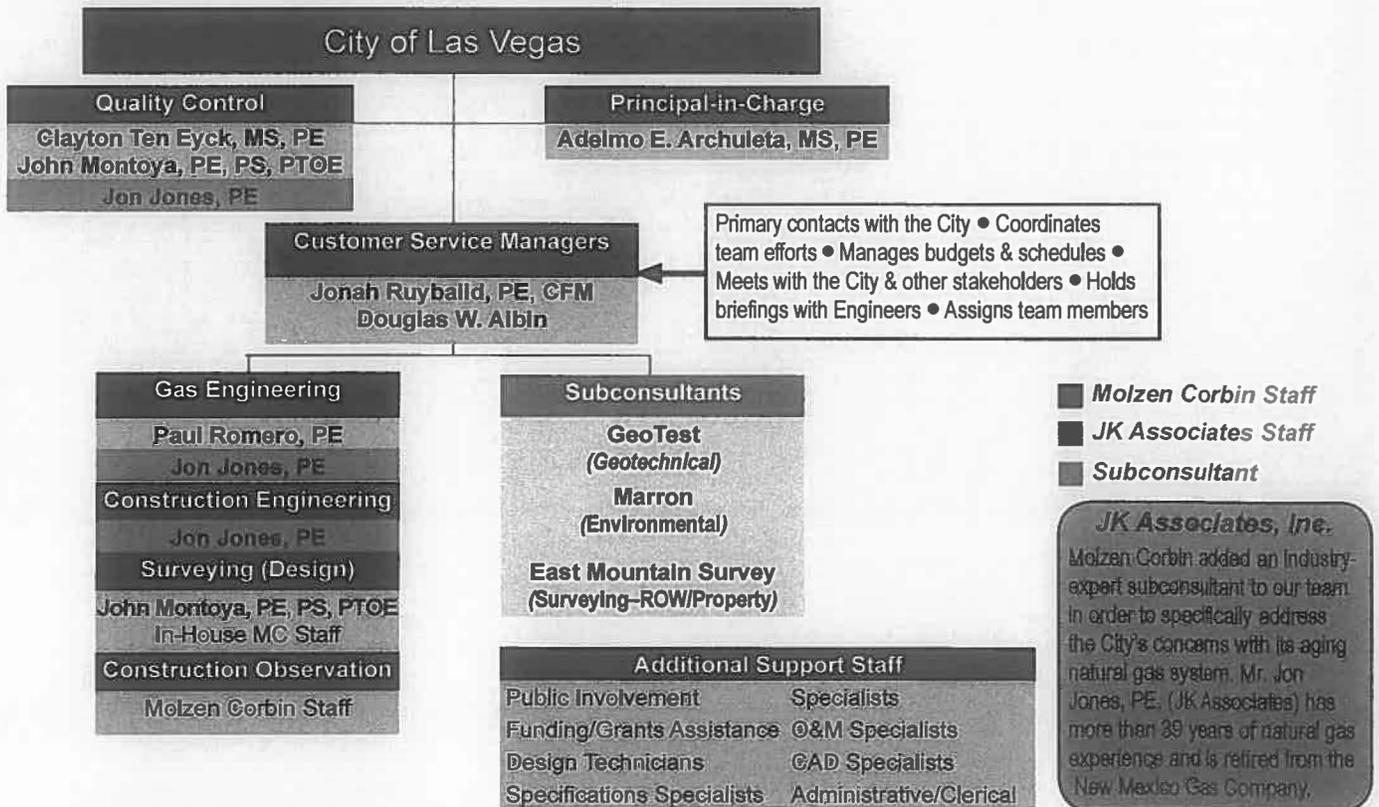


Figure 1. Molzen Corbin's multi-discipline project team is familiar with the City of Las Vegas

## B. Personnel Experience

### Qualifications/Competence of Key Personnel

Below are the qualifications/competence of key personnel who would be assigned to City of Las Vegas architectural projects, including their professional background, education, and experience. We also include this information for known subcontractors.

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. Mr. Jonah Ruybalid, PE, CFM, and Mr. Douglas Albin will serve as Customer Service Managers. 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 1 (previous 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.



### Jonah Ruybalid, PE, CFM: Customer Services Manager; Utilities

- **Years of Experience:** 5
- **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 five 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.



### Douglas Albin, PS: Customer Services Manager

- **Years of Experience:** 36
- **Education:** Albuquerque Technical-Vocational Institute (now CNM)
- **Qualifications:** Native of Las Vegas with 36 years of professional experience, including more than 25 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 WATER-CAD 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.

### Clayton Ten Eyck, MS, PE: Quality Control

- **Years of Experience:** 12
- **Registration:** NM PE #18866
- **Education:** M.S., Environmental Engineering, Utah State University; B.S., Civil Engineering, Northern Arizona University



- **Qualifications:** Vice President of Molzen Corbin's Water Resources Division. 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.
- **Project Experience:** **City of Las Vegas**—Finished Water PER, Groundwater Discharge Permits/Renewals, Medite Water Line Repair, Gallinas River Water Meter Replacement, Water Storage Tank Rehabilitation, Cabin Site Supplemental Water Tank, Camp Luna Water System Improvements, East Waterline Loop—Segment A Jack and Bores, Well No 7 Blending—Phase II, Wastewater Treatment Plant Renovations/Entrance Works Enclosure, Cinder Road Sewer, Effluent Reuse Tank, and North Grand Effluent Reuse.

### John Montoya, PE, PS, PTOE: Quality Control

- **Years of Experience:** 32
- **Registration:** NM PE #12423, NM PS #13057, PTOE #3426
- **Education:** B.S., Civil Engineering Tech, NMSU



- **Qualifications:** Molzen Corbin Vice President. Serves as project manager, design engineer/technician, surveyor, and construction observer on public works projects across the Southwest. Projects include site development and the design of drainage and grading, stormwater detention basins, storm sewers, water transmission lines, water tanks, water system booster stations, sanitary sewer inter-

ceptors/collection lines, sanitary sewer lift stations, and sanitary sewer modeling.

- **Project Experience:** Gas System Phase I, City of Deming; Gas System, Arrowhead Research Park, NMSU; West Mesa Utility Improvements, City of Las Cruces; Water System Improvements Phases I and II, City of Sunland Park; Memorial Medical Center, involved site grading, site geometry, site survey, site drainage and coordination with the City of Las Cruces for permitting on a 50-acre parcel.

### JK ASSOCIATES, INC.

#### Jon Jones, PE: Mechanical Engineer (Natural Gas Expert)

- **Years of Experience:** 39 years
- **Registration:** NM PE #11616
- **Education:** B.S. in Mechanical Engineering, New Mexico State University



- **Qualifications:** Jon Jones is a principal and founding partner in JK Associates, Inc., where he has devoted 100 percent of his engineering practice to assisting smaller New Mexico municipalities with their natural gas systems. He has extensive experience in the design and project management for both Transmission Pipeline Projects and Distribution Pipeline Projects. He has a unique relationship with the New Mexico State Pipeline Safety Bureau. His most recent project was the design and project management for a municipality to replace all valves for a 38 mile natural gas transmission pipeline while it remained in service.
- **Project Experience:** Several projects for the Estancia, Moriarty, and Willard (EMW) Gas Association – design and provide project management to install 23 miles of 8-inch (1995), 18 miles of 8-inch and 3.5 miles of 6-inch (2002) and 30 miles of 12-inch pipeline (2010); Town of Mountainair – design and project management to replace a pressure regulation station; Socorro 4-inch Transmission Pipeline – design and project management to replace all the valves on the 4-inch transmission pipeline; Village of Corona – design and project management to replace a regulator and relief valve; and Distribution Integrity Management Plan (DIMP) for New Mexico State University.

## Paul Romero, PE: Mechanical Engineer

- **Years of Experience:** 22 years
- **Registration:** NM PE #14932
- **Education:** B.S. in Mechanical Engineering, University of New Mexico
- **Qualifications:** Mr. Romero designs HVAC and plumbing systems for various facilities. His work includes mechanical design, construction cost estimation, project planning, and construction services including optimization of existing/new mechanical systems.
- **Project Experience:** Gas line design and mechanical work at wastewater treatment plants, storm drain facilities, pump station facilities, medical facilities, educational/office facilities, and semiconductor facilities, Kirtland Air Force Base, and



Sandia National Laboratories. Mr. Romero's project experience includes:

- Stadium Skybox Addition, New Mexico State University
- Border Patrol Office Facility, Sunland Park
- Fire Station, Town of Mesilla
- City Hall Annex Office Facility, City of Artesia

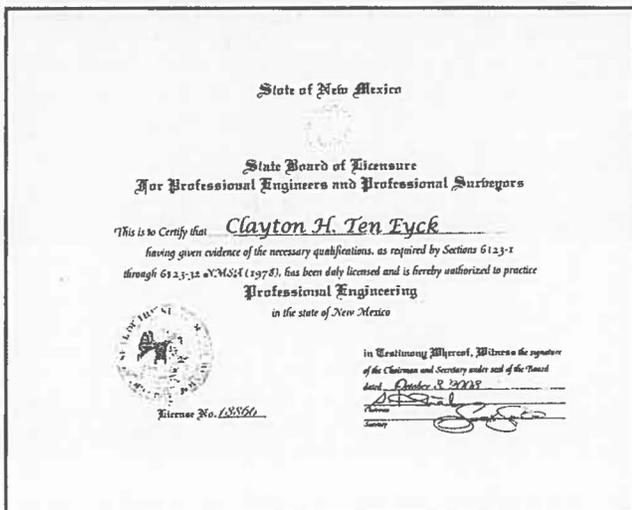
## Surveying

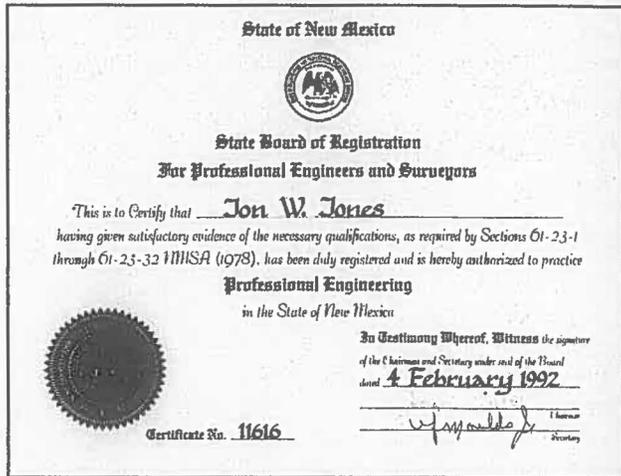
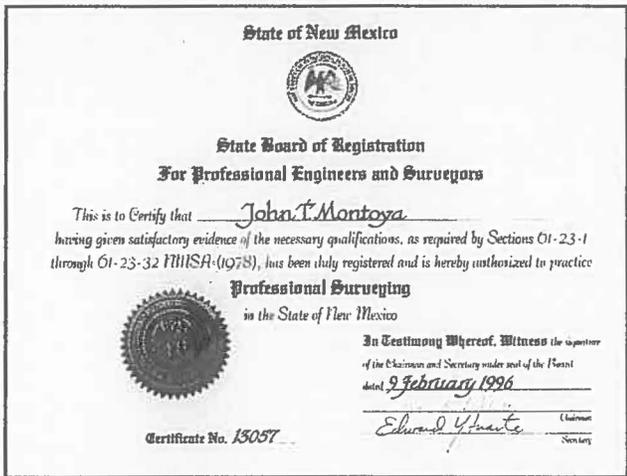
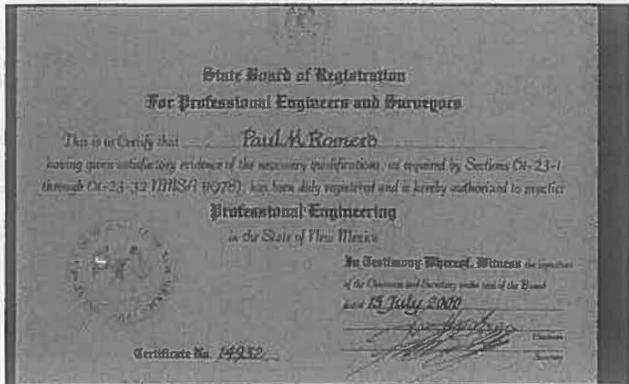
Molzen Corbin's in-house surveyors are highly experienced in performing Global Positioning System (GPS) surveys. Using Trimble R10 Global Navigation Satellite System (GNSS) hardware, our surveyors provide precise project surveying, mapping, and database services that include everything from base mapping 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.

### Key Project Team Members

Subconsultants	<b>Patrick Byres, PE, Geo-Test: Geotechnical</b> Registration: NM PE #8126 Education: Civil Engineering, UNM	Mr. Byres' <b>42 years of project experience</b> 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.
	<b>Richard Pfeiffer, PE, QPEC: Structural Engineering</b> Registration: NM PE #11155 Education: BS in Civil Engineering, NMSU	Mr. Pfeiffer has over <b>30 years of experience</b> in structural design, including experience in educational facilities, hospitals, commercial office and retail buildings, and government office buildings. He has vast experience in the preparation of construction documents, design reports, and construction phase services.
	<b>Lorenzo Dominguez, PS, East Mountain Surveying Co.: ROW/Property</b> Registration: NM PS #10461 Education: AS, Land Surveying, Santa Fe Community College	Mr. Dominguez has <b>28 years of surveying experience</b> . East Mountain Surveying provides boundary, land-division, subdivision, topographic, construction-staking, ALTA, and beneficial-use (irrigated lands) surveys and improvement location reports. East Mountain's equipment includes a Trimble Model R-6 survey-grade GPS base and rover unit and a Leica Model 750 semi-robotic survey total station. The firm is well-versed in the rules and subdivision regulations of New Mexico municipalities including the cities of Albuquerque, Santa Fe, Rio Rancho, and Española; and the counties of Santa Fe, Bernalillo, Sandoval, Rio Arriba, San Miguel, Torrance, and Mora.

## C. Licenses





## E. Engineering & Architectural Services Experience

### About Molzen Corbin

Molzen Corbin is a nationally ranked firm with deep roots in this State. Established in Albuquerque in 1960, we employ 70 staff members who believe that New Mexico is a great place to live and work. We appreciate the challenges that our clients undertake on behalf of their communities and we respect their goals as our own.

Serving as a trusted extension of their staff, Molzen Corbin applies decades of technical expertise, institutional knowledge, and project experience to develop solutions tailored to the needs of each client.

### Experience Designing Utility Lines

Molzen Corbin has completed more than 300 miles of utility transmission lines. Figure 2 below provides a partial list of our experience designing utility lines. Selected project examples demonstrating the Molzen Corbin Team's (including JK Associates) experience and capabilities follow.

### Gas System Improvements, Phase I, City of Deming (Molzen Corbin)

The Phase I Deming Gas System Improvement Project was constructed in 2006 and included the replacement of the older steel gas lines throughout the City of Deming. As shown in the photo (next page), many of those gas main lines were installed within the alleys between blocks. Care was taken to separate the gas line from the water and sewer lines that were also located within the alley.

The project was designed in partnership with the City of Deming to have a general contractor install all of the main lines within the street, and up to the property lines. The City's gas crews then followed up that project with the yard lines and re-connected each service line to the gas main. In addition, the City crews decommissioned and purged the old line, which were abandoned in place. **This partnership allowed the City to make a conversion to poly lines which should serve the community for the**

Project/Client	Transmission Line
Gas System Improvements, Phase I, City of Deming	19.8 miles, 2-inch poly gas main and 8.4 miles, 4-inch poly gas main with services
Water System Improvements, City of Carlsbad	14 miles, 30-inch and 20-inch
West Mesa Utility Improvements Project, City of Las Cruces	7.8 miles, 36-inch and 18-inch
North Valley Drive, Las Cruces/NMDOT	1.49 miles MDPE gas line with services
Arrowhead Drive, NMSU Research Park	.072 miles of 4" MDPE gas line with services
Water System, Spaceport America	12 miles, 24-inch, 16-inch, and others
Tank and Transmission Lines, Rio Grande Utilities Corporation	4.5 miles, 18-inch
Westside Water Project, City of Belén	1 mile, 18-inch; 1.5 miles, 12-inch
La Luz Canyon Water Project, City of Alamogordo	2 miles, 12-inch, 10-inch, and 6-inch
Well 5, Reservoir 5, and Transmission Lines, Village of Los Lunas	2.6 miles, 18-inch
Water System Improvements, Raton Water Board	3 miles, 18-inch
Water Distribution System Improvements, Anthony Water & Sanitation District	4 miles, 16-inch and 14-inch
Water System Master Plan and Improvements, City of Moriarty	9.8 miles, 14 inch and 8-inch
Wells 3 and 4 and Reservoir at Well 3, Town of Bernalillo	1.5 miles, 14-inch
Water System Improvements, Town of Clayton	1.7 miles, 8-inch
Water System Improvements, Pueblo of Zuni	22 miles, 12-inch and 14-inch
Water System Improvements, Village of Tijeras	2.8 miles, 8-inch and 6-inch (Phase I) 2 miles, 8-inch and 6-inch (Phase II)

Figure 2. Molzen Corbin has designed miles of utility and water transmission lines across the State.

**next 50 years.** Specific improvements included the following:

- 104,500 linear feet of 2" Poly Main
- 44,200 linear feet of 4" Poly Main
- 1,500 services and 1" service line extensions
- 6 NMDOT Highway Permit Crossings
- 245 Deming City Street crossings for main and service lines



*Many of the main gas lines in the Phase I improvements were installed in alleys between blocks. Care was taken to separate the gas line from the water and sewer lines that were also located within the alley.*

### **North Valley Drive, City of Las Cruces/NMDOT (Molzen Corbin)**

As part of a larger NMDOT Highway Project, the City of Las Cruces elected to upgrade utilities within the corridor. This project consisted of replacement of approximately 7,900 linear feet of 4" steel gas line with a new 4" medium density polyethylene (MDPE). This involved replacement of approximately 30 gas services, valves, fittings, and test stations. Project challenges included keeping the older system in place while the new line was installed. The project is still under construction. In addition, the City elected to remove an abandoned regulator station that was no longer needed. Molzen Corbin also designed a 2" service to Mayfield High School, as well as three 1¼" services to various portions of the campus.

**Contact:** Tisha Lujan, NMDOT, (575) 525-7350, tisha.lujan@state.nm.us



*Molzen Corbin designed the extension of natural gas service to NMSU's Arrowhead Research Park.*

### **NMSU Arrowhead Research Park (Molzen Corbin)**

This project consisted of extending natural gas service on the NMSU Campus to the Arrowhead Research Park, and gas line along Arrowhead Drive with services. The project included approximately 3,800 linear feet of 4" medium density polyethylene (MDPE). Also included were future service lines, connections to the existing system, testing, and gas valves. Although the contract was with NMSU, the project was an extension of the City of Las Cruces gas system on the NMSU campus for future service to potential research park tenants. Project challenges included estimating future gas system needs for the facility and designing accordingly. In addition, the project had to be tested and inspected by DOT certified gas inspectors from the City of Las Cruces.

**Contact:** Wayne Savage, Executive Director, Arrowhead Center, (575) 646-2596, waynes@nmsu.edu

### **Taos 8-inch Transmission Pipeline (JK Associates)**

As an Engineer IV for New Mexico Gas Company (NMGC), Mr. Jones was responsible for the design, scheduling, and implementation to evaluate a 19 mile section of the Taos 8-inch transmission pipeline. This pipeline was built in the 1960s. Evaluation was required not only to assess the integrity of the pipeline but also to meet Federal pipeline safety regulations (PHMSA 49 CFR Part 192 Subpart O). The evaluation required preparing the section of pipeline to be inspected "internally" by a device known in the industry as a "Smart Pig". To inspect or ILI (Internal Line Inspection) a pipeline, it must have the full inside diameter available so the Smart Pig or tool can pass through the length being evaluated.

This section of pipeline had never been inspected so valves had to be replaced, branch connections evaluated, and a launcher and receiver had to be

built. The section was cleaned with cleaning pigs and a geometry pig was run. The geometry pig found additional areas that needed to be replaced before the smart pig could be run. The smart pig found areas of previous third party damage that was unknown by NMGC.

**Contact:** Tom Bullard (505) 681-4423

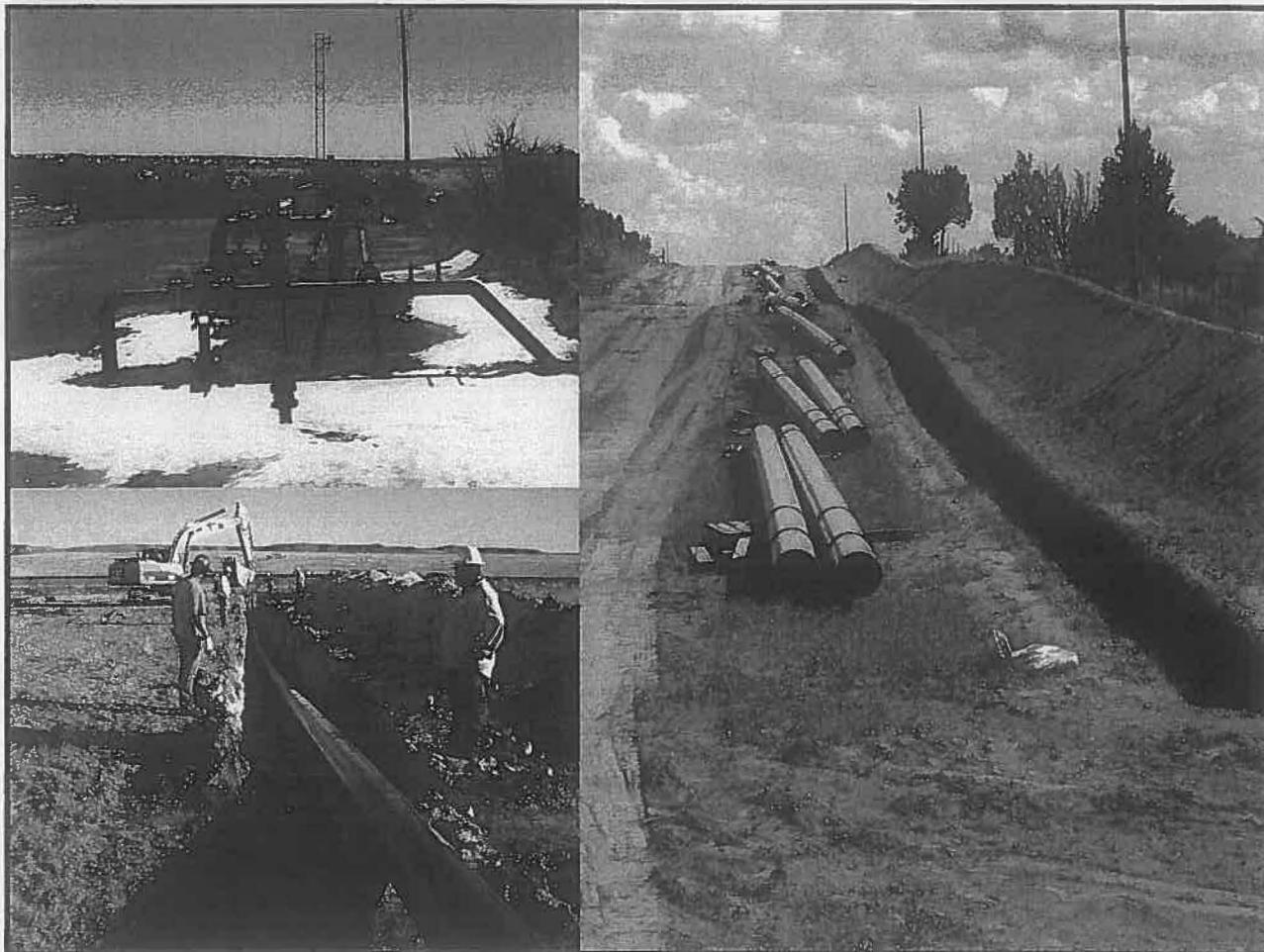
### **Socorro 4-inch Transmission Pipeline (JK Associates)**

In 2016, JK Associates completed the design and project management to replace all the valves on the 4-inch transmission pipeline that is the sole source of natural gas for Socorro, NM. This project involved

replacing four above ground block valve stations, removing a span across an arroyo, replacing an existing pressure regulation station, installing two new pressure regulation stations, removing and upgrading several farm taps and installing new stations at the beginning and end of the 38 mile transmission pipeline. This pipeline is now ready to be inspected by a smart pig should regulations ever require. This pipeline currently does not have any HCAs (High Consequence Areas) requiring inspection. This project was completed without any interruption of service to the town and operates at 520 psig.

**Contact:** Jay Santillanes, Utilities Director, (505) 440-6119

*JK Associates Inc. was formed in June 1995 to assist smaller natural gas municipalizes with their natural gas systems. Since 1995, municipalities across New Mexico have benefitted from the expertise and experience of JK Associates, Inc.*



## F. Engineering & Architectural Consultant Experience

### 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 3), 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 customer service managers 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.

### Project Experience in 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

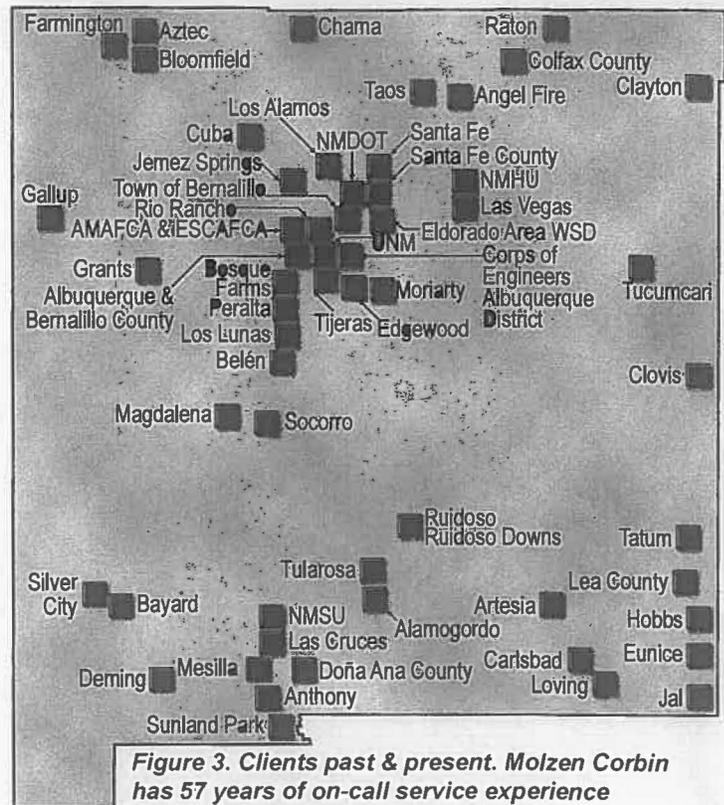


Figure 3. Clients past & present. Molzen Corbin has 57 years of on-call service experience throughout the State of New Mexico.

the City continues today with the on-call contract we have with the Utilities Department.

### Proximity to the City of Las Vegas

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 continue to provide responsive, personalized services to the City 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.

### Additional Project Experience with the City

In addition to our water and wastewater project history with the City of Las Vegas as shown in Figure 4, we also have a long history of providing civil and drainage engineering support for the City as shown in Figure 5. These projects further illustrate our knowledge and familiarity with the City, its infrastructure, and its regulations and policies. Brief examples of a few of these relevant projects, which highlight our familiarity with the City of Las Vegas, are provided on the following page.

Molzen Corbin's Water and Wastewater Project History in Las Vegas	
Planning/ Studies/ PERs	<ul style="list-style-type: none"> <li>• 2011 Finished Water PER</li> <li>• 1988 Water Master Plan</li> <li>• Water Treatment Facility Plant Phase II Design Study</li> <li>• Water Supply Alternatives Evaluation</li> <li>• Raw Water Storage Alternatives Evaluation</li> <li>• Water Loss Evaluation and Implementation Plan</li> <li>• Hydraulic Capacity Evaluation of Northern Service Area</li> <li>• Taylor Well Field Evaluations</li> <li>• Water Supply Needs &amp; Alternatives Summary Report</li> <li>• Utility Rate Analysis</li> <li>• State Police Building Needs Architectural Technical Assessment</li> </ul>
Water Supply	<ul style="list-style-type: none"> <li>• Taylor Well No. 4: Tank, Booster Pump Station, Well Trans. Line</li> <li>• Taylor Well No. 2: Well, Well Building, Well Transmission Line</li> <li>• Taylor Well No. 7 Phase I and Phase II</li> </ul>
Water Distribution	<ul style="list-style-type: none"> <li>• NM 518 Utility Improvements from Legion Drive to Storie Lake</li> <li>• Mills Avenue Utility Improvements</li> <li>• East Loop Segment A and Segment B</li> <li>• Westside Water Improvements</li> </ul>
Water Transmission	<ul style="list-style-type: none"> <li>• 12" Transmission Line from Camp Luna to Valencia Tank</li> <li>• 8-inch Water Line from Taylor Well No. 4 to Valencia Tank</li> </ul>
Wastewater Treatment	<ul style="list-style-type: none"> <li>• North Grand Effluent – Phase I</li> <li>• Supplemental Facilities Plan/PER for Improvements to</li> <li>• Wastewater Treatment Plant</li> <li>• Wastewater Treatment Plant Renovations Study</li> <li>• Wastewater Treatment Plant Improvements</li> <li>• Operations Services</li> <li>• Sludge Disposal Facilities</li> <li>• Sludge Thickener</li> <li>• Entrance Works Enclosure</li> <li>• PNM Effluent Tank</li> </ul>
Effluent Reuse	<ul style="list-style-type: none"> <li>• Cinder Road Effluent Line</li> <li>• Rodriguez Park Effluent Reuse</li> <li>• New Mexico Avenue Effluent Line Crossing</li> <li>• Gallinas River Effluent Line</li> <li>• North Grand Effluent – Phase I</li> </ul>
Sewer	<ul style="list-style-type: none"> <li>• 2002 Sewer System Improvements</li> <li>• Cinder Road Sewer Interceptor</li> </ul>

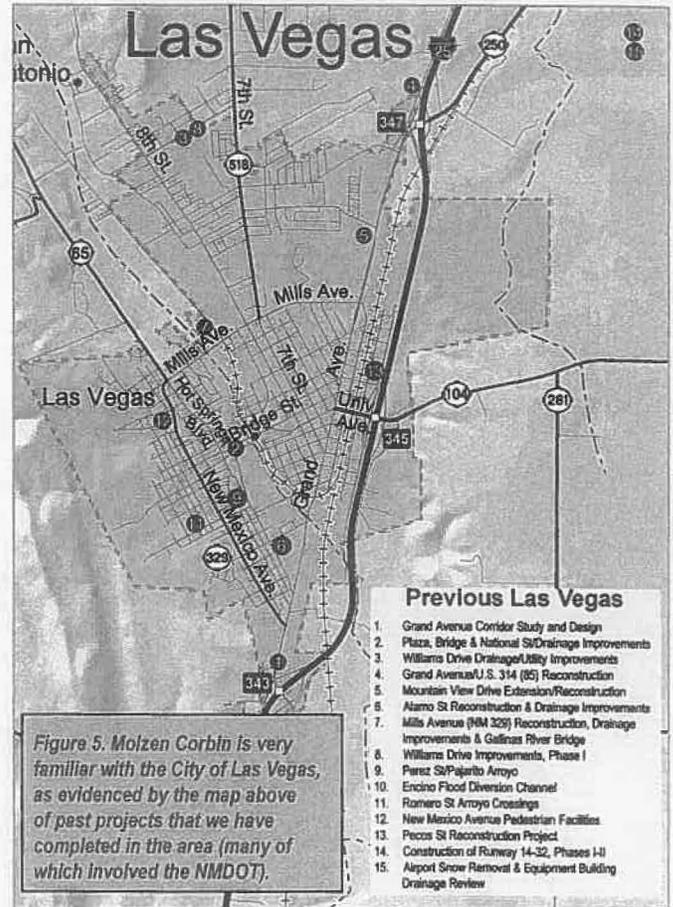
Figure 4. Molzen Corbin is very familiar with the City of Las Vegas though our continuing support of water and wastewater projects for the Utilities Department.

### 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.

### Past Project Performance

Molzen Corbin has sustained an outstanding reputation for delivering high-quality projects on time and within budget. In Figure 6, we present information on recent relevant projects, including the construction estimate, bid price, and the final construction cost (including accepted alternates).

Project	Construction Estimate	Bid Amount	Closeout Amount
Gas System Improvements, Phase I, City of Deming	\$1,600,000	\$1,534,404	\$1,494,677
Arrowhead Research Park, NMSU	\$2,000,000 <sup>1</sup>	\$1,269,223	\$1,341,460
Water System, Spaceport America	\$5,763,290	\$4,815,604	\$7,031,423 <sup>2</sup>

<sup>1</sup>This project was part of a lump sum contract of over \$2,000,000 of infrastructure improvements at Arrowhead Research Park, including roads, water line, sewer line, and storm drainage. NMSU bid this project on a lump sum basis and no separate costs for gas were itemized.

<sup>2</sup>Owner elected to double the size of the water booster system as a result of cost savings on design and bids. Owner also paid for extended warranty.

Figure 6. Molzen Corbin has a strong track record of delivering projects on time and within budget.

### 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.

### Current Volume of Work

Molzen Corbin currently has the following projects with the City of Las Vegas Utilities Department that are less than 75% complete:

- LVG133-24, Taylor Well No 4 Rehabilitation
- LVG140-25, Hanna Park Effluent Design
- LVG165-20, East Water Line Loop Const. Phase Services
- LVG170-20, Wastewater Master Plan
- LVG164-20A, Cinder Road Water Const. Phase Services
- LVG163-13A, Storrie Lake Waterline Repair Construction Phase Services

## G. Documentation

Documentation of education, certifications and qualifications are featured under Section B. Personnel Experience. Professional Licenses are provided in Section C. Licenses.

## H. Cost

1. **Lodging** – Lodging will be charged, when and if necessary, at the State of New Mexico approved per diem rate at the time it is incurred. In the event of long-term lodging needs for a project, alternate sources of lodging would be sought in order to reduce the cost to less than the per diem rate for the project.
2. **Mileage** – Mileage will be charged, when and if necessary, at the prevailing rate approved by the Internal Revenue Service at the time the expense is incurred, which is the method that all mileage is currently billed. Travel time will be billed as necessary at the prevailing hourly rate of the individual travelling.

## I. Financial

We have provided a copy of the letter requested in your RFP. It is located in the appendix of this proposal.

## J. Additional Information

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 3). 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 four subconsultant firms for this on-call contract, all of which we have worked with numerous times, including on City of Las Vegas 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.

### Technical Approach

Following is our approach to accomplish tasks under the City of Las Vegas gas distribution system 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.

### Approach to Scope of Work

In addition to our capabilities to meet the general engineering services requested in the RFP, which have been detailed throughout this proposal, we also have the professional experience and project knowledge to assist the City with accomplishing the engineering tasks provided. Below we detail our understanding of these tasks.

### Technical Description

The City of Las Vegas owns an 8-inch steel natural gas transmission pipeline that was built in the 1960s. It has a maximum allowable operating pressure (MAOP) of 300 psig. The pipeline begins at Valve Station #7 located just south of Colmor where it connects to Zia Natural Gas Company. The pipeline continues south to Las Vegas where it ends at the Mullins Regulator Station. Valve Station #1 is at the Mullins Regulator Station. In between Colmor and Mullins Regulator Stations, there are five Valve

Stations, numerous steel casings where the pipeline is crossing either I-25, I-25 frontage roads, or the railroad and several farm taps. There are regulator stations along the pipeline at MDF, Hays, Watrous, Valmora School, and Wagon Mound.

#### **Task 1. Transmission Line Evaluation**

Molzen Corbin understands that the City of Las Vegas is concerned about potential leakage on a City owned 8-inch steel natural gas transmission pipeline that was built in the 1960s. While this pipeline has not experienced excessive leakage, the City wants to ensure the integrity of the longitudinal seam along the line. There is technology available today to assist operators of natural gas transmission pipelines to determine the integrity of their pipelines. The pipeline does not need to be taken out of service. Any anomalies can then be specifically identified along the length of the pipeline for repair.

#### **Task 2. Preparing a Pipeline to be Pigable or ILI (Internal Line Inspection)**

To inspect or ILI (Internal Line Inspection) a pipeline, it must have the full inside diameter available so the smart pig can pass through the entire length. The Molzen Corbin Team has the knowledge and expertise to assist the City with preparing pipelines to be inspected with no interruption of service. Our team can review results, note anomalies, and recommend solutions to the City.

#### **Task 3. Performing a Line Replacement in a distribution system**

Replacing old low pressure (60 psig or less) steel distribution mains with new polyethylene pipe can present more difficult than replacing high pressure transmission pipelines. This is primarily due to the fact that pressure distribution pipelines are located in congested high traffic areas of cities versus rural areas for high pressure transmission pipelines. Our team is familiar with all the complexities involved (including traffic control, barricading trenches, and ensuring minimal interruption for customers) when replacing distribution mains.

#### **Task 4. Demolition of a Peak Shaving Plant and Removal of Propane**

The City of Las Vegas has a propane peak shaving plant that has been idle for years. There are four above ground storage tanks with a capacity of 85,000 gallons each with approximately 150,000 gallons of propane in the tanks.

There are several options to remove the propane. First, a sample would need to be analyzed to show it meets the specifications. Since propane does not degrade over time, it could be offered for sale at reduced market prices to local propane dealers (including Santa Fe and Albuquerque if no local dealers have the capacity). In the event no propane dealers are interested, a permit can be obtained from the state to install a flare and burn the propane off over time.

In addition, there are several options the City should consider as there may be value in the propane tanks, piping, and buildings that could benefit the City prior to demolition. Molzen Corbin is prepared to review these options with the City, make recommendations, and provide oversight of the project.



## **K. Campaign Contribution Disclosure Form**

This form is located in the appendix of this proposal





100 Sun Avenue NE, Suite 500  
Albuquerque, New Mexico 87109

[www.bankofalbuquerque.com](http://www.bankofalbuquerque.com)

June 15, 2017

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

RE: Molzen-Corbin & Associates, Inc.

To Whom It May Concern:

The above referenced company has been an exemplary client of Bank of Albuquerque since July 2004. The Company is run by individuals who are very knowledgeable, experienced, and of high integrity. Overall, we feel Molzen-Corbin & Associates, Inc. conducts its banking business in a satisfactory manner and is well managed.

The Bank's depository relationship with the Company consists of several depository accounts with a total average balance over the last year in the moderate seven figures.

This letter is given in strict confidence for the benefit of Molzen-Corbin & Associates, Inc. for reference purposes only. Please feel free to contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'John M. Valentine', is written over a large, loopy scribble.

John M. Valentine  
SVP Commercial Banking  
505-222-8421  
[jvalentine@bankofalbuquerque.com](mailto:jvalentine@bankofalbuquerque.com)

## 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

June 19, 2017  
\_\_\_\_\_  
Date

President and Owner, MOLZEN CORBIN  
\_\_\_\_\_

\_\_\_\_\_  
Title (Position)



To Provide  
Professional Services  
To

PROPOSAL

CITY OF LAS VEGAS



For  
**Natural Gas Distribution  
System Planning, Design and  
Construction Engineering Services**  
RFP #2017-28  
JUNE 20, 2017 - 11:00 A.M.



Occam  
Engineers  
Inc.

In association with:



1601 Camino del Coronado  
Tucumcari, New Mexico 88401  
575-461-0181

Albuquerque ♦ Artesia ♦ Houston ♦ Las Cruces ♦  
Roswell ♦ Santa Fe ♦ Silver City ♦ Tucumcari



June 20, 2017

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

**RE: RFP #2017-28 Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services**

Dear City Officials:

Occam Engineers Inc. is pleased to submit this proposal to provide engineering services to the City of Las Vegas for natural gas distribution services. Our team offers the following advantages for this project:

- We have worked successfully with the City on other projects including street improvements, improvements to the water system and improvements to the wastewater treatment facilities. The City is familiar with Occam Engineers Inc. and knows that you can expect highly responsive service.
- We are oriented towards communities such as the City of Las Vegas. We fully understand the physical and financial limitations of local governments of your size and know how to work together with you to find solutions that are practical for your particular needs and capacities.
- We are frequently in the City and surrounding areas and know the local construction challenges.
- We are excellent at helping local governments find grants to fund their project needs. We know where and how to obtain the funds that are needed.
- We have added Stantec to our team. Stantec has extensive experience with natural gas pipelines across North America.

We sincerely want to accomplish this natural gas distribution project for the City of Las Vegas. Occam Engineers Inc. is ready to commence work immediately and complete your project in a timely and cost effective manner. Thank you for the opportunity to submit this proposal. The City of Las Vegas is a highly favored client of ours and we are very appreciative and protective of our relationship. If you require further detail or have any questions, please contact me at office number 575-538-5395 or mobile number 575-538-1726.

Respectfully submitted,

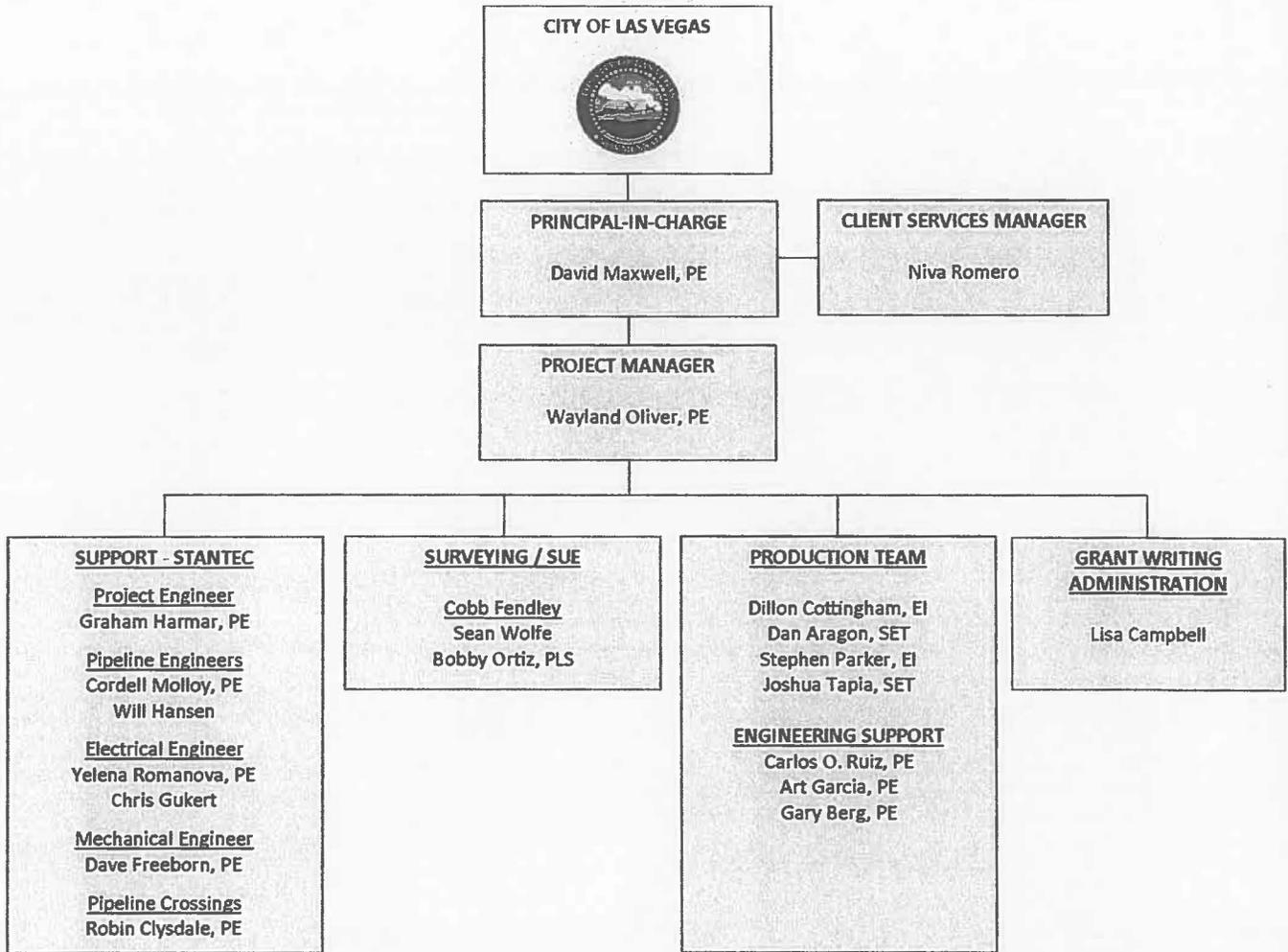
David D. Maxwell, P.E.  
Chief Operating Officer





**Section A - Offeror's Identification**

Our proposed team for the City of Las Vegas Natural Gas Distribution project is depicted in the organization chart below. Qualifications of team members is shown in Section B. Personnel Experience.

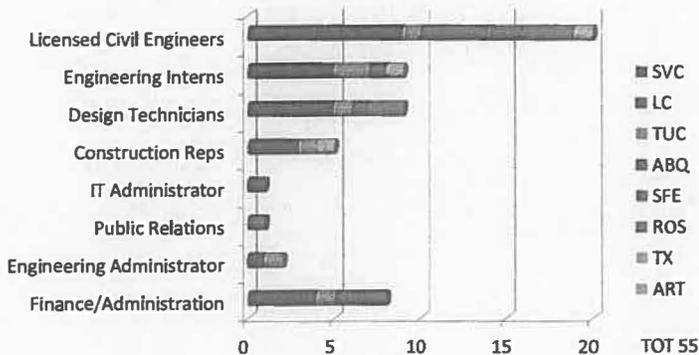


**NOTE:**  
 • Principals of OEI shown in red text



**Section B - Personnel Experience**

**Occam Engineers Inc. (OEI)** with a staff of 55, has assembled a highly qualified team for completion of engineering work on the City of Las Vegas natural gas system. OEI has relevant experience with natural gas pipelines, having completed recent projects. We have teamed with **Stantec**, which has a team of more than 800 people that help permit, design, manage and maintain oil and gas pipelines. The chart below illustrates the capacity of OEI.



OEI would manage natural gas system projects for the City out of our Tucumcari office, which has recently completed a natural gas pipeline project for Cannon Air Force Base in Clovis. Assistance and support would be provided from other offices including Santa Fe and Albuquerque. With Stantec as part of our team, we have the expertise and capacity to complete natural gas projects of any type and size.

Our proposed project team is shown in the organization chart attached to this proposal. Our proposed team is described below with key resumes following:



- Dave Maxwell, P.E., COO, will serve as the principal-in-charge. He keeps a close eye on projects and provides a high level of involvement in keeping projects on track.
- Wayland Oliver, P.E., will serve as the project manager. He has more than 20 years of pipeline experience and has managed several previous projects for the City. He recently completed the engineering for a natural gas project for Cannon Air Force Base.
- Niva Romero is the client service manager and contract administrator. She constantly communicates with the client and performs any duties necessary to make sure the "job gets done right and on time".
- Gary Berg, P.E., with more than 35 years of pipeline experience will perform quality assurance to ensure that a high quality product is delivered.

- Lisa Kirker, principal, is one of the better known and respected grant writers and administrators in the state.
- Production Team members, Danny Aragon, SET; Dillon Cottingham, EI; Stephen Parker, EI; and Joshua Tapia, SET; have years of pipeline experience including the recently completed work on the Cannon Air Force Base natural gas project.
- Additional engineering support will be provided by Carlos Ruiz, PE, with 40 years of pipeline experience and Art Garcia, PE, with 33 years of pipeline experience.



**Stantec Partner:**

- Graham Harmar , P.E. Project Manager, has over 30 years' experience in Project Management, including recent experience in pipeline engineering FEED and detailed design projects such as TransCanada's Grand Rapids, Vaughan Mainline Expansion and NGL Gathering. In addition, he has been engaged in managing projects in the other areas of Oil and Gas including; gas plant facilities, LNG export terminals, pipeline integrity projects and well tie-ins.
- Will Hansen, Pipeline Engineer, has 5 years of experience in executing gas transmission and gas distribution pipeline projects in Western Canada and Ontario, some of which were completed in challenging urban environments. He was the pipeline engineer for Vaughan Mainline Expansion, and Enbridge GTA.
- Cordell Molloy, Pipeline Engineer, has 9 years of experience in the oil and gas industry and specialized in pipeline engineering. He was the project engineer on New Jersey Natural Gas South Seaside Reinforcement project, and has worked on TransCanada Grand Rapids Pipeline project.
- Yelena Romanova, PE, Electrical Engineer, is a senior electrical engineer with over 25 years of experience. She possesses solid industry knowledge with over 10 years of experience in the petrochemical industry having worked on numerous gas and heavy oil projects in Canada and internationally. Yelena was the electrical engineer for Husky's SGS Pipeline expansion project for both phase 1 and phase 2.
- Chris Gukert, is a lead for the control system engineering department and has 10 years of experience. He is involved in the design and implementation of Instrumentation, telecom, control systems and associated project deliverables including; shut down keys, P&IDs, control philosophies, panel DESIGN, IO assignment. Chris has experience working on TransCanada's Grand Rapids Pipeline.





**Section B - Personnel Experience**

**Stantec (Continued)**

- Dave Freeborn, PE, is a mechanical engineer with over 29 years of EPCM experience in the design and construction of oil and gas production, metering, transmission, and refining facilities. He has completed projects for many midstream clients like TransCanada, Pembina Pipeline and Alliance Pipelines.
- Robin Clysdale, PE, leads Stantec's Oil and Gas Pipeline Crossings Group, which oversees project work on crossing feasibility, selection and design, and coordinates with other Stantec offices with Geotechnical, Environmental, Structural and Construction expertise. Robin worked on Kinder Morgan's Parkway Pipeline project, and coordinated alternative trenchless crossing feasibility studies for TransCanada's Energy East Pipeline.

inch natural gas line project for Cannon Air Force Base. Recent water design experience includes new storage tanks, chlorination system, SCADA system upgrades including SCADA control of 6" through 12" pressure reducing valves. Transmission design includes transmission line replacement, air release valves, blow off valves, pressure sustaining valves, surge suppression valves and multi-stage variable speed booster stations. He has collaborated on well rehabilitation to include pump replacement, variable speed well control, SCADA control of multiple wells supplying multiple pressure zones. He has served as Project Manager, Lead Designer, Project Engineer, and internal peer review quality assurance engineer.

**GARY R. BERG, P.E., SENIOR PROJECT ENGINEER, NM LICENSE #10181**



Mr. Berg has 35 years of experience in water and wastewater handling, site work, excavation and structural design. At Occam Engineers Inc., his responsibilities include civil, structural and environmental scope and design projects for public and private clients. Gary

performed the quality assurance for natural gas pipeline projects in Lordsburg (2007 and 2015) and a recently designed natural gas pipeline project for Cannon Air Force Base. Relevant recent projects include Preliminary Engineering Reports and memorandums for water and wastewater improvement projects in the Town of Hurley, Grant County and Associations in North Hurley, Arenas Valley, the City of Las Vegas and the Tyrone Townsite. He has performed project development, design and management for water and wastewater improvement projects for the cities of Lordsburg and Bayard, the Towns of Silver City and Hurley, Grant County and the mutual domestic in North Hurley. These projects have included fresh water booster stations, disinfection, sewer lift stations with force main pipelines, pretreatment of pumped septage by aeration, replacement of plant capital components and sludge removal and handling. His varied work history has been applied through design of the construction, rehabilitation and maintenance of structures and equipment of assorted facilities. His emphasis is on developing solutions to plant operating problems, through conversation and interaction with plant personnel, observation and study, that will minimize operating and maintenance costs and effort.

**NIVA ROMERO, CONTRACT ADMINISTRATOR**



Niva Romero's 22 year tenure with OEI along with her drive and ability to "get things done" led to her elevation to the position of Office Manager of our Tucumcari Office. She will be the Contract Administrator for this project.



**DAVE MAXWELL, P.E., COO, NM LICENSE #8768**



Mr. Maxwell is the Chief Operating Officer for Occam Engineers Inc. He has over 40 years of experience in civil engineering design and construction. In his 40 years with Engineers Inc., he has significant experience with project management and the design and construction of water

and wastewater systems for local governments across the state of New Mexico including water production wells, storage, booster pumping stations and sewage lift stations, water transmission and distribution pipelines and sanitary sewer collection 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 New Mexico.

**WAYLAND OLIVER, P.E., PROJECT MANAGER, NM LICENSE #18112**



Mr. Oliver received his bachelor degree in Civil Engineering from New Mexico State University in 1995 and returned to Quay County and hometown of Tucumcari in 2005. He is a Registered Professional Engineer in the State of New Mexico since 2007. Mr. Oliver has found that

excellent planning and design upfront coupled with good construction oversight provides his clients with long term benefits of a thought out and well-built project. He has recently completed the design work and is finishing construction services for more than 12,000 lineal feet of a 4-



## Section B - Personnel Experience

### NIVA ROMERO, CONTRACT ADMIN. (Con't.)

Ms. Romero has been involved in construction for most of her career, first as contracts manager for a construction company, then as grant and construction manager for OEI. She is respected by local governments as a person that provides passionate service and looks after their interests.

experience. She possesses solid industry knowledge with over 10 years of experience in the petrochemical industry having worked on numerous gas and heavy oil projects in Canada and internationally. She is well versed in ETAP, PM+, Navis Works, AutoCAD, Microstation, REBIS, PDS, PDMS and MS office.

### Stantec RESUMES

#### GRAHAM S. HARMAR, PE, PMP

Graham has over 32 years' experience in Project Management and Business Management, including significant recent experience in Oil & Gas Pipelines and Facilities engineering (FEED and detailed design) projects. In addition he has been engaged in managing projects in the Oil and Gas domains as gas plant design, midstream projects, LNG export terminals, pipeline integrity projects and well tie-ins. Beyond Oil and Gas, Graham has a well-rounded background in PM and execution, with experience in such fields as consumer goods manufacturing, plastics processing, corrugated packaging and distribution/logistics. Over his career, Graham has gained a thorough grasp of the many facets of PM, including proposal generation, quality management, environmental impact mitigation, and safety implications, and always ensures the needs of Operation and Maintenance staff are taken into account during project design. He has developed a reputation as a strong communicator, meeting project challenges head-on, and leading design teams to achieve project excellence.

#### DAVE FREEBORN, PE

Dave is a mechanical engineer with over 29 years of EPCM experience in the design and construction of oil and gas production, metering, transmission and refining facilities. These facilities include gas and oil gathering systems (sweet and sour), heavy oil SAGD production facilities, upstream and mainline gas compression facilities, product pumping facilities and product refining facilities. He has extensive experience in piping systems design using both the B31.3 and Z662 piping codes. Dave has worked in the roles of Mechanical Engineer, Lead Mechanical Engineer, Piping Engineer, Lead Piping Engineer, Stress Engineer, Project Engineer, Project Manager and Purchaser. His experience includes stress analysis, project management, design management, systems design, P&ID development, pipeline and facility hydraulic analysis, pipeline design, capital cost estimating, specification development, bid package preparation, bid evaluation, construction contract preparation, construction assistance and purchasing.

#### WILL HANSEN

Will is a Pipeline Engineer with 5 years of industry experience. He has experience in executing gas transmission and gas distribution pipeline projects in Western Canada and Ontario, some of which were completed in challenging urban environments. His involvement in these projects has been in both a design capacity during the respective engineering phases, as well as in field positions during construction.

#### CHRIS GUKERT

As a lead for the control system engineering department Chris is involved in the design and implementation of Instrumentation, telecom, control systems and associated project deliverables including; shut down keys, P&IDs, control philosophies, panel design, IO assignment. Chris is also involved in performing resource allocation, quality assurance, technical leadership and project deliverables for his 8 person team of engineering and technical staff at Stantec. He has over 10 years' industry experience as an instrument technician and manager/lead of service and engineering companies.

#### CORDELL MOLLOY, PE

Cordell is a Professional Engineer with 9 years of experience in the oil and gas industry. Five years of this experience includes Logging-While-Drilling (LWD) experience with both on/offshore drilling operations. Cordell also has several years of experience specializing in pipeline engineering.

#### ROBIN CLYSDALE, PE

Robin leads Stantec's Oil and Gas Pipeline Crossings Group, which oversees project work on crossing feasibility, selection and design, and coordinates with other Stantec offices with Geotechnical, Environmental, Structural and Construction expertise. He is a Mechanical Engineer with extensive experience in pipeline design and stress analysis, as well as process simulation, compressor station design and shop experience including compressor package fabrication.

#### YELENA ROMANOVA, PE

Yelena is a senior electrical engineer with over 25 years of



Section C - Licenses

Occam Engineers Inc. holds the following current licenses/registrations:

State of New Mexico Public Regulation Commission Certificate of Good Standing and Compliance Certificate #2558856
State of New Mexico Resident Business Certificate #L1314418224 September 9, 2019
Federal Tax Identification Number 76-0784579
General Contractor's License - Not Applicable



OFFICE OF THE SECRETARY OF STATE  
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

Occam Engineers Inc.  
2558856

The above named entity, a Corporation incorporated 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 June 30, 2016, and Certificate of Incorporation 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 revealed 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: June 14, 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.



Margie Tardous Oliver  
Margie Tardous Oliver  
Secretary of State

Certificate Validation #: 0009900  
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 confirmed by entering the Certificate Validation number on the business filing system at [www.sos.state.nm.us](http://www.sos.state.nm.us) or by following the instructions displayed on the Certificate Validation.

Section D - Contractor's Bonds

Not Applicable



**Section E - Experience in Engineering Services**

**BRIEF HISTORY OF FIRM**

Occam Engineers Inc. (OEI) is a New Mexico engineering and planning firm, headquartered in Albuquerque, with offices in Artesia, Roswell, Las Cruces, Silver City, Tucumcari, Santa Fe, 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).

OEI takes its business philosophy from the work of the Earl of Ockham, a 15th century mathematician and theologian. Paraphrasing Ockham's theory (the 'Razor'), *all things being equal the simplest solution is the best*. We are problem solvers by nature and by profession. Our vision is to serve our communities with **QUALITY** and **INTEGRITY**. We are committed to serve every client, personally and professionally, with the highest ethics in an atmosphere of integrity and honesty. We are committed to deliver quality products and service. Our professional team is dedicated to quality. 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.

Within the pages that follow, we are hopeful that the City of Las Vegas will recognize that Occam Engineers Inc. provides the best fit as far as proximity, local understanding, experience, talent, knowledge and personnel to provide the services that you anticipate for the City's natural gas distribution project.

We have fifty-five associates, including 20 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.

Occam Engineers Inc. has successfully completed hundreds of municipal projects throughout the state of New Mexico. We specialize in civil engineering for wastewater systems, streets, drainage, structures, and water systems. We have worked with all forms of funding normally used for municipal projects including CDBG, Colonias, NM-Water Trust Board, NMFA, USDA-RUS, US-EPA, Congressional Appropriations, State Appropriations, RIP, CWSRF, and others. Our goal is to build long-term relationships with municipalities by providing affordable high quality products and services. Experienced construction observation personnel are on staff at each office, giving our clients the unique benefit of their experience both in design and "hands on" construction.

The Stantec community unites approximately 22,000 employees working in over 400 locations across six continents. They collaborate across disciplines and industries to bring buildings, energy and resource, environmental, and infrastructure projects to life. Their work - engineering, surveying, environmental sciences, project management, and project economics, from initial project concept and planning through design, construction, and commissioning - begins at the intersection of community, creativity, and client relationships.

**1. SPECIALIZED DESIGN AND TECHNICAL COMPETENCE**

More than 30 years ago, Stantec began offering its services to pipeline companies. That division has now grown to a team of more than 800 that helps permit, design, manage, and maintain oil and gas pipelines and facilities across North America.

Their experience covers more than 15,000 miles of pipeline and includes two million horsepower of compression and pumping, as well as millions of barrels of storage capacity. Look to some of the biggest and best energy transportation companies - TransCanada, Enbridge, Kinder Morgan - and you'll find a team of Stantec experts embedded in the design and development of big-inch pipelines and major storage terminals. Their services include:

*Permit:*

Regulatory Strategy	Community Engagement
Environmental Assessment	FERC / NEPA
Baseline Technical Studies	CEAA
Permitting Support	Routing and Mapping
Permitting Plans for Feasibility Analyses	



**Section E - Experience in Engineering Services**

**1. SPECIALIZED DESIGN AND TECHNICAL COMPETENCE**

Their services also include:

*Design:*

Conceptual Engineering	Structural
Detailed Engineering	Civil
Process	Instrumentation & Controls
Mechanical	Routing and Mapping
Electrical	

*Occam Engineers and Stantec have the necessary expertise and experience for the project. More detail is included below pertaining to each of the areas of specialized design and technical competence that is needed for this project.*

**Applicable expertise and experience in the preparation of grant applications for project funding and administration of grants.**

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 applications 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.



**Section E - Experience in Engineering Services**

**1. SPECIALIZED PLANNING & DESIGN AND TECHNICAL COMPETENCE**

We have provided communities with assistance for the programs below:

Community Development Block Grant (CDBG)
NMED Rural Infrastructure Loan (RIP)
NMED Water & Wastewater Grant Fund
NMED Safe Drinking Water Act (DWRLF)
Economic Development Agency (EDA)
New Mexico Finance Authority (NMFA)
Clean Water State Revolving Fund (CWSRF)
Environmental Protection Agency
NMDOT Cooperative Program (COOP)
NM Highway Safety Improvements Program
NMDOT Enhancement Funds
SAFETY-LU
GRIP 2
County Arterial Program (CAP)
Municipal Arterial Program (MAP)
Department of Agriculture
U S Army Corps of Engineers
NM Water Trust Board
NM Legislative Appropriations
Rural Utilities Service (RUS)
Various Colonias Programs
Federal Highway Administration
NM Office Nat'l. Resources Trustee

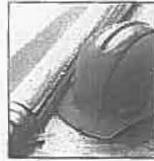
Meetings

As requested, OEI will attend Council meetings at no additional cost and we are quite adept at making presentations at public and/or City meetings.

Timely Response

OEI will respond to any requests from the City timely and efficiently. We are in close proximity and are frequently in the area. Our Principals can be reached any time, day or night.

Construction Management Philosophy



During construction we will keep the City in the loop with frequent and timely communications. If there is a problem we bring it to your attention immediately and confront it. Occam Engineers Inc. provides frequent and timely communications. As a *partner* with the City, we try to make you more successful in your roles, by keeping you informed and up-to-date on projects, state and federal requirements/mandates and funding opportunities. We know how busy you are and we do not wait until the last minute to make you aware or remind you of a task that you alone must complete. We realize that communications must be timely so that the City doesn't have to be reactive, but can be proactive in meeting deadlines imposed by others. Common communication channels include the following:

1. We normally assist the City with funding applications, making certain that we understand the City's objectives for the project through the application process. Occam Engineers Inc. often walks through the project with the City officials during this stage.
2. Before a work-order is processed, we once again discuss the project in detail and verify your acceptance of our approach.
3. Preliminary engineering reports are commonly completed prior to initiation of design to assure that the City agrees with the project concept. Project walk-throughs are often completed during this stage.
4. Design is completed in three phases. At the pre-final stage (60%), we commonly have a project walk-through with the City to verify City objectives on the site.
5. In addition to the pre-construction conference, communication between OEI's Project Representative, Project Engineer and Project Manager and the City is frequent and timely during construction. Construction meetings are held as appropriate.
6. We are commonly in contact with the City on at least a weekly basis to provide updates of project status.
7. With all invoices, an explanation of what was completed is included.
8. We commonly perform grant administration work on projects for the City, keeping you informed on the status of the budget and project schedule.





**Section E - Experience in Engineering Services**

**2. CAPACITY AND CAPABILITY**

Please see our capacity chart and proposed team member resumes in Section B. Personnel Experience.

**References**

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 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

**Section F - Experiences as an Engineering Consultant**

**3. PAST RECORD OF PERFORMANCE**

**Representative Projects:** The following representative projects reflect OEI's experience:

**Cannon Air Force Base**

**Rylan Edgmon, Smithco Construction, 575-740-3492**



This is a "design-build" project to install 12,000 LF of 4" gas line on Cannon AFB in Clovis, NM. The project is currently under construction. Scope of work includes transfer of existing mapping data, performance of utility survey, potholing for existing utilities, developing a base map, design of layout for proposed gas line respecting minimum clear distances to existing utilities and horizontal and vertical hazards.

**City of Lordsburg - Natural Gas Distribution**

**Arthur Clark Smith, Mayor, 575-542-3421**

Three projects were completed for the City of Lordsburg:

- 2015 - OEI designed, for construction, the abandonment of the existing 2" steel natural gas lines and the construction of two (2) new HDPE natural gas pipeline, within steel cased bores, beneath the UPRR tracks. The design included trenching, placement, bedding, bores and all required fittings. This construction eliminated

the need for the City to maintain galvanic protection of the gas lines in these two locations.

- 2007 - OEI designed, for construction, the replacement of approximately 9,000 LF of existing steel natural gas line within the City with 4" and 2" HDPE gas line. The design included trenching, placement, bedding and all required fittings. 1" HDPE service lines were also replaced in this project. The work was performed in the part of Lordsburg north of the UPRR tracks.

- 1996 - OEI designed, for construction, the replacement of approximately 25,000 LF of existing steel natural gas line within the City with 4" and 2" HDPE gas line. The design included trenching, placement, bedding and all required fittings. 1" HDPE service lines were also replaced in this project. The work was performed in the part of Lordsburg south of the UPRR tracks.



## Section F - Experiences as an Engineering Consultant

### 3. PAST RECORD OF PERFORMANCE

**Representative Projects:** The following representative projects reflect Stantec's experience:

#### **Natural Gas Pipeline Experience:**

Stantec has experience with gas transmission systems that carry natural gas at high pressure from producing areas to consuming areas as well as gathering lines that move raw oil and gas to the processing plants and transmission facilities. Their projects span simple pipeline relocations to major system expansions and new installations. Their pipeline specialists have worked on some of the most challenging oil and gas projects in North America and abroad.

#### **ENBRIDGE GAS DISTRIBUTION GTA PIPELINE PROJECT - Greater Toronto Area, Canada**

The project consisted of pipeline looping reinforcement within an urban area of Toronto. Approximately 30 miles of a combination of 36-inch and 42-inch pipeline were designed using horizontal directional drilling techniques at 17 locations for water crossings, road crossings and congested areas. The services provided were complete FEED and detailed engineering of pipeline and facilities, complete environmental services, permitting assistance, survey and subsurface utility investigation, field program management.

#### **VAUGHAN MAINLINE EXPANSION - Vaughan, Ontario, Canada**



FEED and detailed engineering for a 12 km, NPS 42 gas transmission pipeline project near Vaughan, ON (north of Toronto). The Vaughan

Loop pipeline runs from the King's North Connection Terminus, northeast to a TransCanada compressor station located at Station 130 Maple.

#### **PORTLAND PIPE LINE CORP - Multiple Sites**

Stantec is currently providing pipeline design services to Portland relating to their pipeline system through Maine, New Hampshire, Vermont and Quebec, Canada.

#### **NEW JERSEY NATURAL GAS NJ RISE PROJECT South Seaside, New Jersey**

Stantec is providing project route assessment services, easement acquisition, environmental and permitting services, estimating, scheduling, HDD design and other engineering services to NJNG through a subcontract with Laney Inc. on the South Seaside Crossing Project.

#### **KINDER MORGAN TENNESSEE GAS PIPELINE NORTH EAST UPGRADE - Pennsylvania and New Jersey**

This project encompassed five loops in Pennsylvania and New Jersey and consisted of approximately 40 miles of 30-inch diameter pipeline. The environmental permitting team on the New Jersey loops also supported FERC documentation and reporting. The New Jersey permitting for this project was extensive and required creative problem solving as well as extensive communication and coordination with the NJDEP.

#### **COLUMBIA GAS TRANSMISSION EAST SIDE EXPANSION PROJECT - Chester County, Pennsylvania**

This project included construction of two natural gas looping pipelines and related facilities. The Line 1278 Loop and Line 10345 Loop are approximately 17 miles of 26-inch-diameter pipeline in Chester County, Pennsylvania, and 20-inch-diameter pipeline in Gloucester County, New Jersey, respectively. Additional modifications and upgrades at the Wagoner Interconnect in New York and at five stations in Pennsylvania and one in Maryland are proposed. All project components, including wetland delineations, RTE species surveys, habitat assessments, agency consultation, permit application preparation and submission, FERC environmental resource report preparation, and regulatory meetings, were managed by Stantec.

#### **BLUE RACER MIDSTREAM'S GUERNSEY TO LEWIS, OHIO PIPELINE PROJECT - Multiple Sites, Ohio**



Stantec assisted Blue Racer Midstream in executing the installation of a new 16" natural gas pipeline parallel to an existing 30" pipeline. The purpose of

the project was to allow gas from an isolated gathering system to reach the Natrium Facility. The work began in January 2013 and had an in-service date in 2013. Stantec has a rich history with this client, and is actively working on several ongoing projects. As with most midstream work, speed was a top priority for this project. Though we've done similar projects before, this one had some unique challenges: footprint design was limited to an existing right of way in many places which caused spacing and construction issues for the contractor. This project also had several high value stream crossings that were executed via Horizontal Directional Drill (HDD), to avoid environmental impacts.



## Section F - Experiences as an Engineering Consultant

**3. PAST RECORD OF PERFORMANCE****Natural Gas Pipeline Experience: (Continued)****NORTHERN NATURAL GAS NORTHERN LIGHTS PIPELINE PROJECT - Dakota County, Minnesota**

Stantec has been retained by Northern to carry out design and engineering services on approximately 14 crossings on this pipeline project, the majority of which are HDD. The scope of work also includes alignment sheets for the entire project. This is a FERC regulated project and design packages are required both for the filing and construction.

**NORTHERN NATURAL GAS CEDAR STATION PIPELINE PROJECT - Dakota County, Minnesota**

Stantec has been retained by Northern to carry out design and engineering services on approximately 24 crossings on this pipeline project, the majority of which are HDD. This is a FERC regulated project and design packages are required both for the filing and construction.

**PARKWAY PIPELINE PROJECT - Multiple Sites, Louisiana - Mississippi**

In July 2011, Stantec was chosen to manage the environmental permitting process and applications. Nearly forty permits and authorizations from

Federal, State and local agencies were required prior to construction. The design and permitting took into account the communities and the natural environment along the pipeline route. In Louisiana, the pipeline will pass through the parishes of St. Charles, Jefferson, St. Tammany and Washington including 28 miles across the environmentally sensitive Lake Pontchartrain that supports important fisheries, aquatic mammal, sea turtle and other habitats. In Mississippi, it crossed the counties of Walthall, Marion, Jefferson Davis and Covington. Since early in the development, Stantec has been overseeing field environmental surveys, permitting, mitigation and route refinement. We managed environmental inspections, restoration, and permit compliance.

**4. FAMILIARITY WITH CITY OF LAS VEGAS**

Occam Engineers Inc. (OEI) currently has an on-call utility contract with the City of Las Vegas. Over the last four years we have completed various stages of the following projects for the City:

- *Leak Detection Survey and Scoping Study to Determine Priorities*
- *8<sup>th</sup> and Chico Waterline*
- *Hospital Field Waterline*
- *WaterCAD modeling for Medite Water Line*
- *Hot Springs Boulevard – Survey and Environmental Documentation*

OEI has worked with Maria Gilvarry, City Utilities Director, on water related projects. In addition, OEI gained familiarity with the City's wastewater treatment plant when scoping a potential project at the plant.

OEI has also completed numerous projects in the surrounding area over the last twelve years for San Miguel County and the El Valle Water Alliance. We are familiar with the construction challenges common to the area, the construction contractors who normally work in the area, the costs of construction and with the customs and culture of the area.

**5. CURRENT VOLUME OF WORK LESS THAN 75%**

Occam Engineers Inc. currently does not have any contracts with the City of Las Vegas that are less than 75% complete.

**6. 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.

**7. RESIDENT PREFERENCE / PROXIMITY**

Occam Engineers Inc. will perform wastewater services from our Tukumcari office which is approximately 120 miles from the City of Las Vegas. Back-up support will be provided from our Silver City and Roswell offices. We are able to respond to requests from City officials within a ninety minute timeframe. All of our Associates can be reached any time, day or night, through mobile numbers.



### Section G - Education, Certification and Qualifications

Following is our proposed team members education and certification. Qualifications are addressed in the Capacity and Capability section.

Associate	New Mexico Professional Engineer License Number	Education
Scott A. Verhines, P.E.	8706	<ul style="list-style-type: none"> <li>Bachelor of Science Civil Engineering 1979 Texas Tech University (Hydraulics/Hydrology)</li> <li>Master of Science Civil Engineering 1991 University of New Mexico (Water Resource Engineering)</li> <li>Master of Business Administration 2002 Anderson School of Management, University of New Mexico</li> </ul>
David D. Maxwell, P.E.	8768	<ul style="list-style-type: none"> <li>Bachelor of Science Civil Engineering Agricultural Engineering 1971 New Mexico State University</li> <li>Master of Science Water Resources Engineering 1977 Utah State University</li> </ul>
Wayland Oliver, P.E.	18112	<ul style="list-style-type: none"> <li>Bachelor of Science Civil Engineering 1995 New Mexico State University</li> </ul>
Art Garcia, P.E.	11020	<ul style="list-style-type: none"> <li>Bachelor of Science Civil Engineering 1984 University of New Mexico</li> <li>Master of Science Civil Engineering 1999 New Mexico State University</li> </ul>
A. K. Khera, P.E.	6972	<ul style="list-style-type: none"> <li>Bachelor of Science Civil Engineering 1965 University of Jabalpur, India</li> <li>Master of Science Environmental Engineering 1969 University of Roorkee, India</li> <li>Master of Science Water Resources and Environmental Engineering 1971 University of Cincinnati, OH</li> </ul>
Gary R. Berg, P.E.	10181	<ul style="list-style-type: none"> <li>Bachelor of Science Mining Engineering 1977 University of Wisconsin</li> </ul>
Carlos O. Ruiz, P.E.	11750	<ul style="list-style-type: none"> <li>Bachelor of Science Civil Engineering 1974 University of Veracruz, Mexico</li> <li>Rural Engineering, University Autonomous of Mexico (UNAM) 1975</li> </ul>

### Section H - Cost - Miscellaneous expenses are itemized below:

Mileage	\$0.535 per mile
Lodging and Meals	\$100.00 per day
Global Positioning Survey Equipment	\$55.00 per hour
Car Rental	\$100.00 per trip
Flights	\$125.00 per round trip
Reproduction	24 x 36 plots - \$2.00 per sheet 11 x 17 prints - \$0.25 per sheet 8.5 x 11 prints - \$0.15 per sheet 8.5 x 11 prints - \$0.89 per sheet (color)



Section I - Occam Engineers Inc. Credit Rating



**Ryan P. Garcia**  
Real Estate Industry Specialist

**Commercial And Residential Real Estate**  
MAC Q2129-013  
200 Lomas Boulevard NW 1st floor  
Albuquerque, NM 87102  
505 766-6149  
505 247-4639 Fax  
ryan.p.garcia@wellsfargo.com

June 16, 2017

To Whom It May Concern:

Occam Engineers, Inc. has been a valued customer of Wells Fargo Bank since 2005. During that time, the company has maintained several different accounts in an exemplary manner.

Occam Engineers has had a positive and valuable relationship with Wells Fargo Bank for several years. Occam Engineers maintains a lending relationship in the form of a line of credit with Wells Fargo and has paid as agreed on all debts. Also, Occam Engineers maintains operating accounts and credit cards with the bank.

If there are any questions, please feel free to call Ryan Garcia at (505)766-6149.

Thank you,

A handwritten signature in black ink, appearing to read "Ryan Garcia".

Ryan Garcia  
Principal Relationship Manager  
Wells Fargo Bank



## Section K - Campaign Contribution Disclosure

## 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



Section K - Campaign Contribution Disclosure

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, P.E.

June 16, 2017  
\_\_\_\_\_  
Date

Chief Operating Officer  
\_\_\_\_\_  
Title (Position)



Consulting Engineers  
specializing in:

**Natural Gas Distribution**  
**Water Resources**  
**Transportation**  
**Public Works**  
**Planning**  
**Mining**  
**Public Finance**  
**Decision Support**  
**Structural Engineering**  
**Program Management**  
**Drainage & Flood Control**

City of Las Vegas  
Natural Gas Distribution System  
Planning, Design and Construction Phase  
Engineering Services

*Opening No. 2017-28*  
*June 20, 2017*





June 20, 2017

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

RE: Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services, Opening No. 2017-28

The attached proposal has been prepared by Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) in accordance with the City of Las Vegas' (City) request for proposals to provide services associated with natural gas distribution systems development.

SMA is a 230-person engineering, environmental, and surveying consulting company with a local office in Santa Fe. Over the past 30 years, SMA staff has completed planning, surveying and engineering infrastructure projects in New Mexico, Colorado and Arizona. To best serve the City, SMA is presenting a team that includes key staff and a subconsultant with the specific skills and experience required to cover the anticipated scope of work. SMA will primarily service the City from the Santa Fe office but can utilize personnel from our other offices in the region, if necessary.

The SMA team offers:

- An outstanding depth and breadth of local professional resources.
- Timely response to local needs – SMA can respond in less than one hour from our Santa Fe office.
- Familiarity with the City including specific project knowledge through our Client Manager, Tod Phinney, P.E., and our proposed Project Manager, Amy Niese, P.E., PMP.
- Supplemental specialized services offered by our selected subconsultant, Cornerstone Energy, Inc. Cornerstone offers well-grounded and diverse experience in natural gas distribution and will complement the services provided by SMA.

As requested in the RFP, SMA respectfully submits the following information: Federal Tax ID Number: 85-0336964 and New Mexico Tax ID Number (CRS): CRS 02-040132-009. SMA further acknowledges that no addenda have been issued.

We thank you for the opportunity to propose on this contract, the ability to add value to the community, and to continue to build our relationship with the City of Las Vegas. If you have any questions about this proposal or would like to meet at your convenience, please contact our office at 505-299-0942.

Sincerely,  
MILLER ENGINEERS, INC. D/B/A SOUDER, MILLER & ASSOCIATES

Douglas W. Mize, P.E.  
Vice President | Manager, General Civil Business Line

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## 1. Specialized Planning, Design and Technical Competence

### Introduction

Miller Engineers, Inc., d/b/a Souder, Miller & Associates (SMA) was established in 1985 and is an employee-owned, 230-person civil engineering and environmental science consulting firm dedicated to serving clients in New Mexico, southwestern Arizona, the Four Corners region, and the west slope of the Rocky Mountains. SMA's record of performance can be judged by our large number of satisfied repeat clients. In addition, we have received numerous design awards and commendations, including the following:

- 3rd largest Engineering firm in New Mexico (published by Albuquerque Business First)
- ENR Southwest ranked SMA in the top 20 in the southwest region
- New Mexico Top Work Place from 2013 - 2017

SMA appreciates this opportunity to propose to the City of Las Vegas (City) to provide services for the Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services contract. The SMA project team is structured to provide you with the highest quality services using experienced professionals, all coordinated from SMA's Albuquerque and Santa Fe office locations.

### Subconsultant

Cornerstone Energy Services, Inc. (Cornerstone) provides engineering, survey and land services to the energy infrastructure marketplace. Cornerstone provides a broad range of services critical to the initial phases of projects, right through completion and documentation. These services include: process, civil, mechanical and I&E engineering, project management, survey and mapping, and right-of-way acquisition. The company has expertise and experience in both long linear projects as well as



single-site facilities. Clients include developers and operators of oil and gas pipelines and electric transmission lines.

The strength of Cornerstone's business is based on adherence to fundamental values:

- Safety of the public, our employees and our clients;
- Advocacy for the interests of our clients; and
- The Integrity of our operations.

The company's current staff of over 70 consists of mechanical, electrical, civil and survey engineers, designers, drafters, land surveyors, right-of-way acquisition specialists, and the support staff necessary to deliver high quality results in fast-paced project environments.

Cornerstone currently has two offices in Maine, two in Massachusetts, and one in West Virginia, Texas, Connecticut, and New Jersey. Note that we have licensed surveyors in MA, ME, NH, CT, NY, RI, NJ, PA, OH, WV and TX, as well as licensed engineers in MA, ME, NH, RI, CT, VT, NY, PA, NJ, MD, WV and TX.

The company's ownership team and staff have decades of experience serving the energy infrastructure marketplace and have helped develop significant pipeline and power line projects all over the country.

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## Relevant Experience

### Souder, Miller & Associates

SMA team members have and are working on numerous On-Call Task Orders for many clients, including the City of Las Vegas, Albuquerque Bernalillo County Water Utility Authority, City of Albuquerque, City of Las Cruces, Bernalillo County, New Mexico Department of Transportation, and Sandoval County. SMA is capable and committed to provide the necessary resources to fully address any of the services requested.

- Albuquerque Bernalillo County Water Utility Authority
- Bernalillo County Engineering On-Call
- City of Albuquerque Engineering On-Call
- City of Las Cruces Engineering On-Call
- City of Rio Rancho Engineering On-Call
- City of Santa Fe Engineering On-Call
- City of Santa Fe Trails On-Call
- Santa Clara Pueblo On-Call
- NMDOT Engineering On-Call
- NMDOT Traffic On-Call
- NMDOT Drainage On-Call
- NMDOT Bridge On-Call

### Santa Clara Pueblo On-Call and Multiple Projects

SMA, working together with the Pueblo, secured approximately \$3.0 million in state and federal funding to plan, design, and construct Phase 1 of the Wastewater Collection System Improvements project. Construction of the Phase 1A East Housing improvements was completed in May 2015 and consisted of installation of approximately 8,400 linear feet (LF) of new six-inch to ten-inch sewer line and 38 new manholes; and rehabilitation of approximately 4,939 LF of six-inch and eight-inch sewer lines and 16 existing manholes, including reconnection of 79 services with new four-inch

service lines. SMA completed design of the Phase 1B West Housing improvements and is working with the Pueblo on securing state and/or federal funding for construction.

SMA is also working with the Pueblo on a Drainage Master Plan to determine the impacts of stormwater runoff on the Main Village and existing acequia system; and a Utility Master Plan for the site of a new Regional Health Facility to serve the Pueblo and surrounding tribal communities.

### Cornerstone Energy Services, Inc.

Pertinent project examples are provided below.

### Centurion Pipeline LLC – South East New Mexico Gathering System

(June 2016 – Present)

This system is a brand new crude oil gathering system transporting 90,000 barrels per day gathering capacity, with 50 miles of oil pipeline, and five pump facilities.

Cornerstone services include conceptual and detailed design and engineering; long lead equipment specification; construction support, start-up and commissioning. Project management services included schedule preparation and maintenance



Centurion Pipeline – SENM Gathering System Field Photo

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

and contractor bid solicitation, evaluation and recommendation. Surveying services were also provided.

## **Client Summit Natural Gas of Maine**

(Apr 2013 – Dec 2014)

This brand new distribution system encompassed:

- 70 miles of high pressure steel transmission pipe and 350 miles of plastic distribution pipe; and
- Two meter stations, seven regulator stations and nine main line valve sites with automatic line break valves and SCADA connectivity.

Cornerstone services included:

- Conceptual and detailed design and engineering;
- Long lead equipment specification;
- Engineering permits;
- Construction support, start-up and commissioning;
- Project management;
- Schedule preparation and maintenance;
- Contractor bid solicitation, evaluation & recommendation;
- Survey; and
- Land acquisition.



Summit Natural Gas of Maine - Cumberland Meter Station



Summit Natural Gas of Maine – Skow-Nor Tee Pig Farm

## **Northeast Midstream – Northern Ontario Natural Gas Delivery System**

(Apr 2016 – Aug 2016)

This brand new distributed LNG system included five satellite LNG depots potentially serving 5,500 customers across five communities.

Cornerstone services included conceptual gas distribution system design; and Long lead equipment specification.



Northeast Midstream – Northern Ontario Natural Gas Delivery System

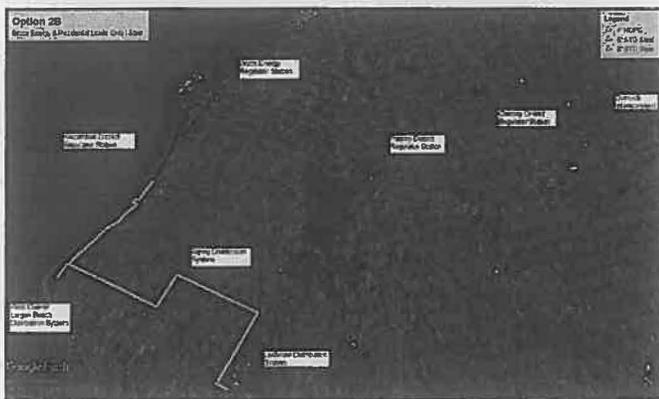
# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## **EPCOR Utilities – Southern Bruce Natural Gas Distribution System**

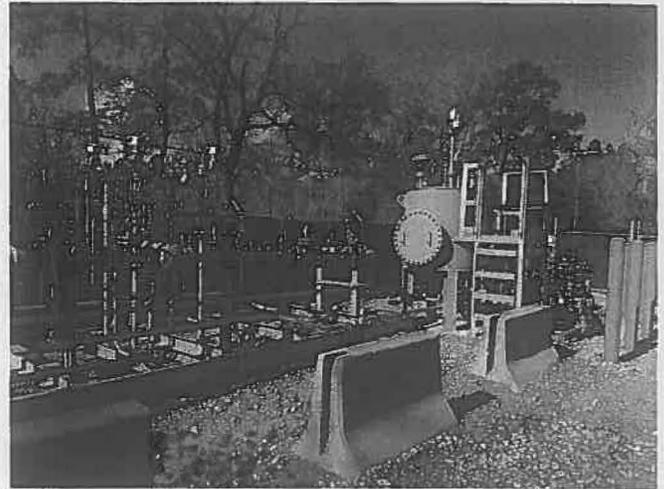
(June 2013 – Present)

This brand new distribution system included 40 miles of high pressure steel transmission pipe and 120 miles of plastic distribution pipe; and one meter station and four regulator stations.

Cornerstone services included conceptual gas distribution system design and long lead equipment specification.



EPCOR – Southern Bruce Distribution System



EPCOR Hughes Natural Gas – Spectra Interconnect and Liquid Removal Facilities

## **EPCOR Utilities – NRG Gas Distribution System**

(July 2016 – Sept. 2016)

Services provided for a regulated gas distribution company with seven NRG-Union gas meter stations and 40 NRG gas wells, serving 8,000 customers.

Cornerstone services included engineering due diligence and replacement cost analysis.

## **EPCOR Utilities – Hughes Natural Gas Distribution System**

(July 2016 – Sept. 2016)

This company is a regulated gas distribution and transmission company, unregulated utility construction company and gas marketer serving 4,200 customers.

Cornerstone services included engineering due diligence and replacement cost analysis.

## **RH White Construction – Rocky Hill LNG Pump Replacement Project**

(Dec 2015 – Present)

This is a 25-year life extension project for LNG peak shaving facility, including replacement of five old LNG pumps with two new pumps.

Cornerstone services include: siting; conceptual and detailed design and engineering; long lead equipment specification; construction support, start-up and commissioning; and survey

## **Liberty Utilities – Fall River LNG Peak Shaving Facility**

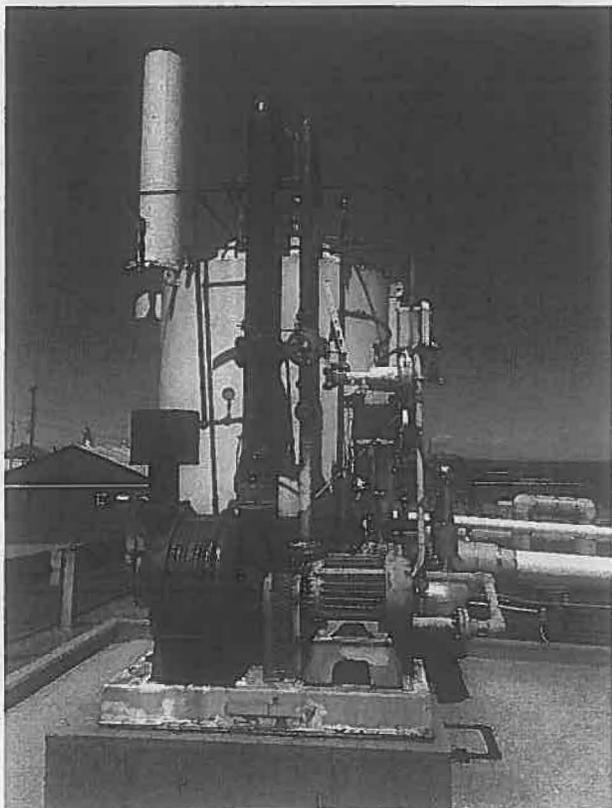
(April 2015 – Oct 2016)

This is a 25-year life extension project for LNG peak shaving facility, including a feasibility study for

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

replacing the liquefaction system and the send-out/  
vaporizer system

Cornerstone services included CAPEX estimating,  
siting, conceptual design and engineering, and long  
lead equipment specification.



Liberty Utilities – Fall River Existing Send-out System

## **Bayonne Energy Center**

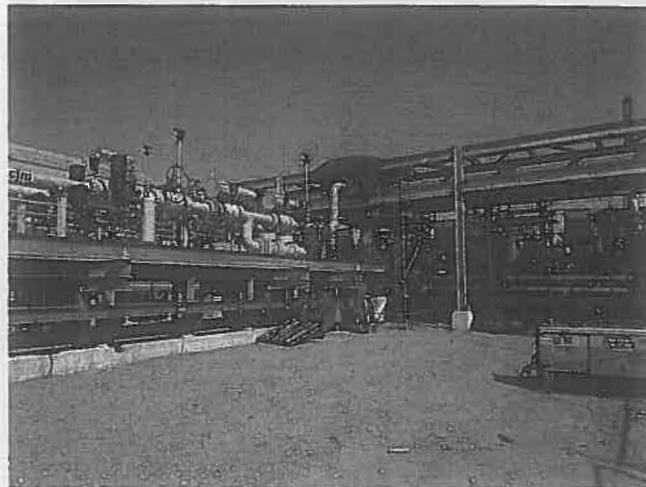
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(Dec 2015 – Present)

This system consists of one Spectra (now Enbridge)  
meter station and a 7,500-foot high-pressure 16-inch  
pipeline through a busy tank terminal, and a fuel gas  
yard.

Cornerstone services included conceptual and  
detailed design and engineering; long lead  
equipment specification; engineering permits;  
construction support, start-up and commissioning;

project management including schedule preparation  
and maintenance and contractor bid solicitation,  
evaluation and recommendation; and survey; and  
land acquisition



Bayonne Energy Center – Fuel Gas Yard

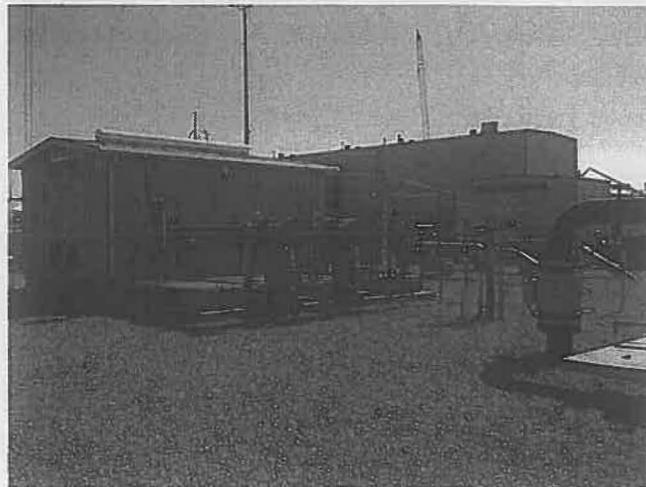
## **PB Power – Newark Energy Center**

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(Mar 2013 – Mar 2014)

This system consists of one Williams/Transco meter  
station feeding the Newark Energy Center.

Cornerstone services included conceptual and  
detailed design and engineering; long lead  
equipment specification; and construction support,  
start-up and commissioning.



PB Power – Newark Energy Center Meter Station

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## **Direct Energy – Manheim Meter Station**

(Mar 2013 – Mar 2014)

The Manheim Meter Station is one Hot Tap and Iroquois Gas Meter Station feeding a CNG Trailer Filling Facility in Manheim, New York.

Cornerstone services included conceptual and detailed design and engineering; long lead equipment specification; and construction support, start-up and commissioning.



Direct Energy – Meter Station and CNG Trailer Filling Station

## **National Grid – Multiple Projects**

(April 2015 – Present)

Projects included district regulator stations and distribution main replacements.

Cornerstone services included conceptual and detailed design and engineering; long lead equipment specification; and survey.

## **RH White Construction – Multiple Propane Projects**

(Dec 2013 – Aug 2015)

Services were provided to Monadnock Community Hospital and Waterbury State Office Complex, and included an 18,000/30,000-gallon underground liquid propane tank, and electric vaporizers.

Cornerstone services included siting, conceptual and detailed design and engineering, and long lead equipment specification.

## **Approach to On-Call Contracts**

Successfully monitoring and managing major constraints of a project—scope, budget, and schedule—are at the forefront of SMA's management approach. SMA's project managers will utilize their expertise and experience with similar projects to effectively plan and execute project planning, scope, schedule, cost, quality, resources, communications, reporting, risk management, and construction oversight.

## **Quality Assurance | Quality Control**

SMA has a management philosophy that focuses on quality throughout a project's lifecycle. This philosophy is held by the senior management of the company, requiring quality performance from every project team member, supported by sound project management practices that are deliberately and systematically applied to every project. Often QA/QC programs focus only on a defect-free product/design; however, within SMA we believe that a QA/QC program is much more than that. While defect-free designs are important to SMA, it is believed that a sound and manageable QA/QC program begins with a clear understanding of the project's scope and the client's goals and objectives, and that these elements are delivered in a defect-free design package.

SMA's staff places a high value on, and is committed to, providing high-quality engineering services to our clients. SMA holds weekly internal project meetings to review project status and will rely on its project team, as well as the QA/QC Manager, to assure that the quality of design and construction for the project will meet design specifications and applicable construction standards, as outlined or referenced in contract documents or as per industry standards.

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

Activity	Key Tasks	Summary
<b>Planning Projects</b>	<ul style="list-style-type: none"> <li>Project Kick-off meeting</li> <li>Data collection and analysis</li> <li>Alternative selection &amp; evaluation</li> <li>Life-cycle cost analysis</li> <li>Client Meetings</li> <li>Selection of an alternative project</li> <li>Develop recommended project</li> <li>Quality Control</li> <li>Client and agency review</li> </ul>	<p>SMA provides many types planning documents and technical reports for our clients. Accordingly, the reports address: environmental resources present, growth potential, the condition of the existing facilities, the need for the project, alternatives considered (including cost estimates), comparison of the alternatives (including a life-cycle cost analysis), and a description of the proposed project (including the project design, total cost, annual operating budget, operations and maintenance (O&amp;M) costs, debt repayments, and reserves.</p>
<b>1. Preliminary Design</b>	<ul style="list-style-type: none"> <li>Project Kick-off Meeting</li> <li>Utility location</li> <li>Surveying of project area</li> <li>System hydraulic analysis</li> <li>Preliminary design plans</li> <li>Preliminary estimate of probable construction costs</li> <li>Quality Control</li> <li>Client and agency review</li> </ul>	<p>Preliminary engineering design includes data and information collection; site surveying including existing features, utilities and topography; engineering calculations including hydraulic analysis; pipeline design and layout; and preliminary design drawing preparation. Technical specifications are drafted and a preliminary estimate of probable construction cost are prepared. The preliminary design engineering documents will be provided to the City for review and comment. We will coordinate this effort by conducting a design review meeting with the City staff and any funding agency representatives. Comments, concerns or changes will be addressed in the Final Design.</p>
<b>2. Final Design</b>	<ul style="list-style-type: none"> <li>Final Construction plans</li> <li>Technical specifications</li> <li>Contract documents</li> <li>Permits and approvals</li> <li>Final construction cost estimate</li> <li>Quality Control</li> </ul>	<p>Final design phase activities include incorporating comments from the City and agency review and advancing the design to a ready to build stage. Final construction plans, technical specifications, and contract documents are prepared for purposes of bid solicitation. Wage decisions and any remaining permits are acquired. A final estimate of probable construction cost is prepared.</p>
<b>3. Bidding and Negotiations</b>	<ul style="list-style-type: none"> <li>Pre-bid conference</li> <li>RFI responses</li> <li>Addenda preparation</li> <li>Bid administration</li> <li>Bid opening assistance</li> <li>Bid evaluation &amp; tabulation</li> </ul>	<p>SMA offers to assist the City in the bid solicitation process including advertisement, pre-bid meeting coordination addenda preparation, bid opening and certified bid tabulation. If requested, SMA can sponsor an electronic web-based bidding service at <a href="http://www.soudermiller.com">www.soudermiller.com</a>.</p>
<b>4. Construction Services</b>	<ul style="list-style-type: none"> <li>Pre-construction conference</li> <li>Contract execution</li> <li>Change order management</li> <li>Field documentation</li> <li>Pay request assistance</li> <li>Record drawings</li> </ul>	<p>SMA will provide engineering support during construction including attendance at a pre-construction meeting, review of submittals for conformance with contract documents, written responses to contractor requests for information, review of payment applications, change order management and progress meeting coordination. Periodic on-site observation during construction is proposed as required.</p>
<b>5. Project Closeout</b>	<ul style="list-style-type: none"> <li>Certifications</li> <li>Required documentation for funding agencies</li> <li>O&amp;M manual</li> </ul>	<p>SMA can prepare the project closeout documentation for preparation of certifications of substantial and final completion, project acceptance and any closeout documents required by applicable funding agencies.</p>

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## Project Team

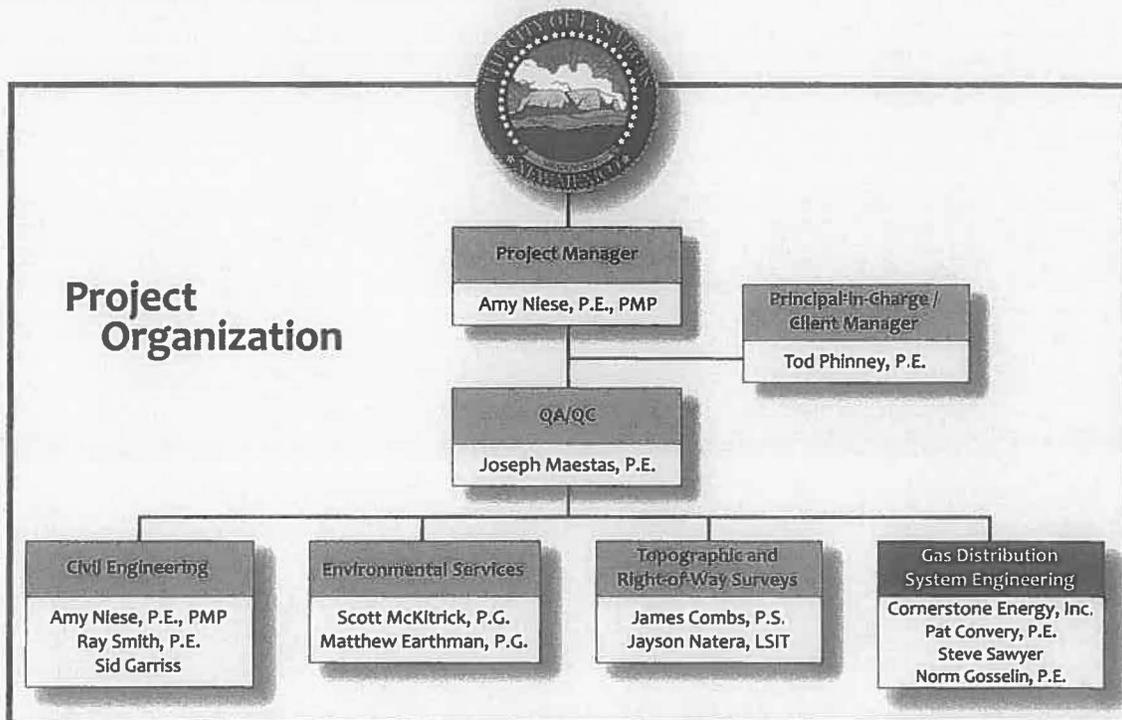
SMA is fully capable of providing this projects required civil engineering and environmental services with our in-house staff. Our subconsultant, Cornerstone, will provide supplemental, specialized services for the gas distribution system. Our proposed project organization chart, below, depicts the lines of communication and key personnel assigned to the project. Due to page limitations of the RFP, we have only included resumes for our Principal-in-Charge / Client Manager, QA/QC, our Project Manager, and selected key team members.

### Principal-in-Charge / Client Manager - Tod Phinney, P.E.

B.S.-Civil Engineering (Magna Cum Laude)  
Professional Engineer-New Mexico (#19860), Florida  
(#55985)

As an accomplished engineer with more than 27 years of experience in planning, designing, and managing water and wastewater projects ranging in size from small water systems to complex water and wastewater transmission and treatment facilities,

Mr. Phinney has gained a high degree of technical expertise through his work for both public and private entities. He has a deep understanding of how these entities work together most effectively and how to keep all parties communicating and working toward a common goal during the entire project. He has managed numerous projects and project teams and has had great success in exceeding client's expectations and meeting budgets and tight schedules. Tod has a natural talent for creating excellent client relationships through his concentrated efforts in addressing a client's issues and concerns as a priority. This level of satisfaction is reflected in the large number of repeat clients. Mr. Phinney has worked with the City of Las Vegas on a variety of projects over the years, including: Raw Water Conveyance Project, On-Call Engineering Services, Raw Water System Preliminary Engineering Report, Gallinas Diversion Structure Rehabilitation, and the EAPs/O&Ms for Peterson Dam and Bradner Dam.



# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## **QA/QC - Joseph Maestas, P.E.**

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M.S. Civil Engineering, B.S. Civil Engineering  
Professional Engineer-New Mexico (#13915)

Mr. Maestas has a professional diversity gained in the areas of team-based, human resource management, customer-focused program management and accountability; planning, management systems, research, technology, and transportation. He has specialized expertise in engineering, environmental stewardship, planning, program management, technology applications and transfer; contract management; and quality management in community relations, marketing, stakeholder outreach, and public involvement.

## **Project Manager / Civil Engineereng - Amy Niese, P.E., PMP**

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B.S.-Civil Engineering  
Professional Engineer-New Mexico (#15334); Certified Project Management Professional (#1800253)

Ms. Niese brings over 20 years of experience as a Project Manager for both public and private clients. She has been responsible for developing project scoping; handling client interactions; conducting drainage studies; performing roadway design, drainage, and utility designs; preparing project proposals, plans, bidding documents, and specifications; overseeing the bidding and construction phases of projects; and providing project closeout and review services. She has designed over 21 subdivisions and more than 130 commercial site projects.

## **Civil Engineering - Ray Smith, P.E.**

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B.S.-Engineering Technology (Mechanical)  
Professional Engineer-New Mexico (#18738)

Mr. Smith brings 19 years of experience as a project manager responsible for developing project scoping; handling client interactions; conducting drainage studies; performing transportation, drainage, and utility designs; preparing project proposals, plans, bidding documents, and specifications; overseeing

the bidding and construction phases of projects; and providing project closeout and review services.

## **Environmental Services - Scott Mckitrick, P.G.**

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M.S.-Geology, B.S.-Geological Engineering  
Professional Geologist-Utah (#5554599-2250)

Mr. McKitrick has almost 30 years of experience in geology, hydrogeology, and environmental engineering. Mr. McKitrick's role as a Senior Geoscientist at SMA includes overseeing a wide range of water supply and environmental projects throughout New Mexico. These projects have included hydrology studies, well siting, pilot and production well design, bidding, contract management, and supervision of well drilling and construction. Mr. McKitrick has spent time with the NMED Ground Water Quality Bureau (GWQB) with the responsibility of overseeing discharge plan requirements for many mine sites throughout New Mexico. He has worked as a mine geologist and geological engineer at several facilities in the southwest and is familiar with common reclamation techniques.

## **Topographic and Right-of-Way Surveys - James Combs, P.S.**

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B.S. Civil Engineering Technology  
Professional Surveyor-New Mexico (#23200), Wyoming (#14844), Kentucky (#4116)

Mr. Combs has eight years of land survey experience and currently provides crew support and CADD supervision for SMA, along with reviewing and performing calculations and surveying in the field on projects that include construction staking, control surveys, topographic surveys, Alta surveys, right-of-way surveys, as-built surveys, and boundary surveys. He has extensive experience with the following: Trimble TSC2, TSC3, Trimble GPS, Trimble S6 Robotic, conventional methods, digital level, GPS calibrations, Trimble Geomatics Office, and Trimble Business Center.

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## **Gas Distribution System Engineering - Cornerstone Energy, Pat Convery, P.E.**

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B.E.-Electrical Engineering, M.S.-Electrical Engineering  
Professional Engineer-ME, NH, VT, MA, RI, CT, NY, NJ, TX  
Chartered Engineer-Member, Institution of Engineers of Ireland

Mr. Convery has over 30 years of engineering experience while working for major system operators and engineering firms. He has served in many engineering, and project management roles and also has experience in construction, inspection, operations, product development, teaching, engineering management and executive management.

He has provided consulting services to operators and developers in the areas of strategic planning, project development, acquisitions, operating efficiency, facility siting (including LNG facility siting) and many other areas. Mr. Convery has led successful design and construction and commissioning of compressor and pump stations, meter & regulator stations, LNG plant facilities, in-line inspection facilities, major bridge attachments, CNG stations and specialty gas system installations and GIS systems for pipelines.

## **Gas Distribution System Engineering - Cornerstone Energy, Steven Sawyer**

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B.S.-Survey Engineering

Mr. Sawyer has over 24 years of experience in a wide variety of surveying and pipeline engineering applications. Steven has managed numerous pipeline projects. Management includes, but is not limited to routing, field surveys, right-of-way acquisition, engineering and design efforts as well as oversight of project reporting, deliverables and cost controls. He has been involved in every step of the pipeline project, from the proposal and bid process through engineering oversight, construction, maintenance, and the finished product. Mr. Sawyer is successful with ensuring the client's expectations of Cornerstone Energy's completed work are met and surpassed.

## **Gas Distribution System Engineering - Cornerstone Energy, Norm Gosselin, P.E.**

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B.S.-Civil Engineering  
Professional Engineer-ME, NH, PA, WV

Mr. Gosselin has approximately 20 years of experience in civil engineering, including the last 17 years in the energy infrastructure industry with experience in survey data collection, mapping, engineering and project oversight. Mr. Gosselin worked for two years as a civil site designer prior to working on his first natural gas pipeline in 1998 as a surveyor.

### **3. Past Record of Performance**

#### **References**

The following is a list of references which the Consultant Selection Committee can contact to ascertain our responsiveness and quality of work:

#### **SMA References**

Mr. Francisco Espinoza  
Town of Taos Public Works Director  
575-751-2047

Damian G. Luna, P.E., Senior Engineer  
Albuquerque Bernalillo Water Utility Authority  
505-289-3031

Mr. Mukhtiar Singh Khalsa  
Cuatro Villas MDWUA Regional Water System  
505-450-2802

Mr. Mel Tafoya, Director of Special Programs  
Santa Clara Pueblo On-Call and Multiple Projects  
505-753-7326

# Natural Gas Distribution System Planning, Design and Construction Phase Engineering Services Opening No. 2017-28

## Cornerstone References

Helen Ayotte – Director, Engineering  
Summit Utilities, Inc.  
(207)-621-8000 x454  
442 Civic Center Dr, Suite 425  
Augusta, ME 04330

Karim Kassam – V.P. Business Development  
EPCOR Utilities Inc.  
(604)-209-5181  
2000 10423 101 Street NW  
Edmonton, AB T5H 0E8

Ellen Allman – Director, Asset Management  
Macquarie Infrastructure Company (MIC) Power  
(775)-848-7471  
15250 Sylvester Road  
Reno, NV 89521

Dan Horgan – Vice President, Utility Construction  
RH White Companies, Inc.  
(508)-832-3295  
41 Central Street  
Auburn, MA 01501

Mike Petit – Director, Utility Planning & Business  
Development  
Liberty Utilities  
(508)-517-0227  
8 Spring Valley Road  
Medfield, MA 02052

## 4. Familiarity with the City of Las Vegas

Working on this proposal has been reminiscent of the relationship we have cultivated over the last eight years. Our collaborative efforts have spanned a broad variety of services through multiple business lines including Planning, Survey, Civil Engineering and Environmental Services. Some of these projects have included -

- Utility Rate Study
- Landfill Services
- Pump Back System
- Water System PER
- WWTP Upgrade
- Flood Damage Repairs
- Bradner Fill Line
- NPDES Permitting
- SWTF Planning

In addition, SMA has been there in a responsive manner when the City was experiencing flooding. At the City's request, SMA responded in several hours to this emergency. SMA continues to provide support to the City with the Federal Emergency Management Agency (FEMA).

## 5. Current Volume of Work with the City of Las Vegas

The chart below lists our current work with the City.

<i>Project Description</i>	<i>Total Contract Amount</i>	<i>Billed</i>	<i>Remaining Value</i>	<i>% Complete</i>
<i>Las Vegas Landfill 2015</i>	131,182.85	107,900.85	23282.00	82%
<i>Raw Water Conveyance Project - Bradner Fill Line</i>	36,295.00	17,317.50	18977.50	48%
<i>Las Vegas WTP NPDES Permit</i>	9,240.00	6,006.00	3234.00	65%
<i>Las Vegas Flood Damage Repairs</i>	59,727.18	13,828.75	45898.43	23%

### **Required Forms**

As required by State law and in compliance with the requirements in the RFP, SMA has provided the following documentation:

- Offeror Information Form
- Resident Business Certification – required by statute (13-1-21 NMSA 1978, as amended)
- State-mandated DFA Campaign Contribution Disclosure Form



## 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: Tod Phinney

Relation to Prospective Contractor: Employee

Name of Applicable Public Official: Joseph "Joey" Herrera

Date Contribution(s) Made: January 20, 2016

Amount(s) of Contribution(s) \$500.00

Nature of Contribution(s) Personal check

Purpose of Contribution(s) Charitable Campaign Contribution

(The above fields are unlimited in size)

*Tod L. Phinney*

April 9, 2017

Signature

Date

VP / Business Development

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)

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT BUSINESS CERTIFICATE

Issued to: **MILLER ENGINEERS, INC.**

DBA: **SOUDER, MILLER & ASSOCIATES  
3451 CANDELARIA RD NE STE D  
ALBUQUERQUE, NM 87107-1948**

Expires: **21-Nov-2017**

Certificate Number:

**L1597376464**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/06/17

**DEPT:** Public Works

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** Resolution No. 17-20 assuring the availability of matching funds for participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP); for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along Keen Street from Grant Street to West National Avenue. Total project cost = \$44,815.00, State match = \$33,611.00, City share = \$11,204.00.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval of Resolution No. 17-20.

**BACKGROUND/RATIONALE:** As part of the cooperative agreement submittal criteria for the New Mexico Department of Transportation Cooperative Agreement (COOP), it is required that a Resolution of Support from the Local Governing Body assuring matching funding availability accompany cooperative agreement. In complying with this criteria, staff is requesting that this Resolution be approved for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along Keen Street from Grant Street to West National Avenue, for (COOP) program agreement submittal 2017/2018. Budgetary provisions will be made in the Public Works budget during the 2017/2018 fiscal year.

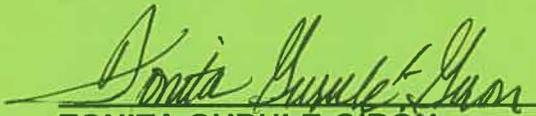
**STAFF RECOMMENDATION:** Approve Resolution.

**COMMITTEE RECOMMENDATION:** N/A

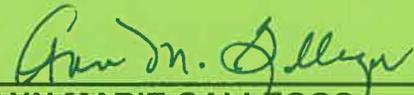
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
\_\_\_\_\_  
**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

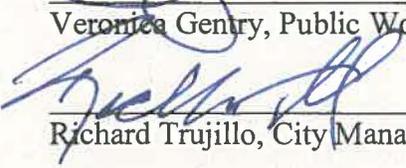
BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

DAVID L. ROMERO  
COUNCILOR, WARD 4

**MEMORANDUM**

TO: Mayor and Council

FROM:   
Veronica Gentry, Public Works Director

THRU:   
Richard Trujillo, City Manager

DATE: June 28, 2017

RE: Supporting Resolution No. 17-20 Municipal Cooperative Agreement/COOP-SP-4-18-(907)

As part of the Cooperative Agreement submittal criteria for the New Mexico Department of Transportation Municipal Cooperative Agreement Program/COOP-SP-4-18(907), a resolution of support is required from the local governing body.

In complying with this criteria, staff is requesting that this resolution be approved for COOP-SP-4-18(907), Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along Keen Street from Grant Street to West National Avenue; Total project cost =\$44,815.00, State match =\$33,611.00, City share =\$11,204.00.

Budgetary provisions will be made in the Public Works Department's 2017/2018 fiscal year budget cycle, to implement this project, should it be funded by the New Mexico Department of Transportation.

Should you have any questions regarding this resolution, prior to the scheduled City Council Meeting, please contact this office at your convenience.

Enclosure

XC: Richard Trujillo, City Manager  
2017/2018 Municipal Cooperative Agreement (COOP) File



CITY OF LAS VEGAS, NM  
RESOLUTION NO. 17-20

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement/COOP-SP-4-18(907) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along Keen Street from Grant Street to West National Avenue.

**WHEREAS;** the estimated cost of the above described project is forty four thousand eight hundred fifteen dollars (\$44,815.00).

**WHEREAS;** the City of Las Vegas' governing body has declared improvements to said streets a necessity for the good and well being of the citizens of Las Vegas, New Mexico and support cooperative agreement for these funds to accomplish the work; and

**WHEREAS;** the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Cooperative Agreement/COOP-SP-4-18(907) provided it be successful in receiving the funding necessary for these improvements.

**NOW THEREFORE, BE IT RESOLVED,** by the local governing body of City of Las Vegas that the Cooperative Agreement for the above funding be submitted to the New Mexico Department of Transportation, Municipal Cooperative Agreement/COOP-SP-4-18(907).

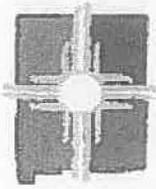
**PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ DAY OF JULY, 2017.**

CITY OF LAS VEGAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk



NEW MEXICO DEPARTMENT OF  
TRANSPORTATION

June 23, 2017

Ms. Veronica Gentry, Public Works Director  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

Dear Ms. Gentry,

Attached are four original **Municipal Cooperative Agreements** to be entered between the New Mexico Department of Transportation and the **City of Las Vegas SP-4-18(907)** for your review and signature. **Please return all four agreements along with an updated Estimated Summary, and a Formal Resolution that shall list the scope of work, termini and reference the project amounts.** Execution of these Agreements will not occur without the submittal of the Resolution and Estimate Summary. Counties and municipalities participating in the Local Government Road Fund Program may request waivers of their required match funding for their individual projects. The requests will be reviewed by the Department of Finance and Administration (DFA) to determine whether you are eligible for the match waiver based on financial hardship. In general, DFA will determine if you have sufficient non-earmarked balances in your funds to cover the required twenty-five percent (25%) match of your proposed projects. For municipalities DFA will analyze your general, street, and water/sewer funds and for counties will analyze your general and road funds.

The New Mexico Administrative Code 18 NMAC 27.3.8 is still in effect for the Match Waiver Program and may be used as a guideline for you to determine whether you will be requesting any waivers.

If your county or municipality is interested in applying for a match waiver based on the above DFA criteria and the noted Administrative Code, please provide a written response from your governing bodies and resolution including all project details to our office ASAP.

As always the NMDOT is here to help the entities if help is needed. Should you have any questions, please do not hesitate to contact my office at 505-454-3606.

Sincerely,

John A. Herrera  
LGRF Coordinator

xc: LGRF Files

**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

Contract No. \_\_\_\_\_  
 Vendor No. 54343  
 Project No. SP-4-18(907)  
 Control No. L400343

**LOCAL GOVERNMENT ROAD FUND  
 COOPERATIVE AGREEMENT**

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets**, as described in Project No. **SP-4-18(907)**, Control No. **L400343**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

a. The estimated total cost for the Project is **Forty Four Thousand, Eight Hundred Fifteen Dollars (\$ 44,815.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%	<b>\$ 33,611.00</b>
------------------------------------	---------------------

**Plan design, construction management, construction, reconstruction,  
 pavement rehab, drainage improvements and miscellaneous construction to  
 various city streets.**

2. The Public Entity’s required proportional matching Share shall be 25% For purpose stated above	<b>\$ 11,204.00</b>
---------------------------------------------------------------------------------------------------------	---------------------

3. Total Project Cost	<b>\$ 44,815.00</b>
-----------------------	---------------------

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Forty Four Thousand, Eight Hundred Fifteen Dollars (\$ 44,815.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  - 1. Utility Certification,
  - 2. Drainage and storm drain design,
  - 3. Geotechnical design,
  - 4. Pavement design,
  - 5. Environmental and archaeological clearances Certification,
  - 6. Right-of-way acquisition Certification,
  - 7. Hazardous substance/waste site(s) contamination,
  - 8. Railroad Certification,
  - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

#### **5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2018**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

**8. Third Party Beneficiary.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

## **12. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

## **13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

## **14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

## **15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

## **16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

## **17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

**The remainder of this page in intentionally left blank.**

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

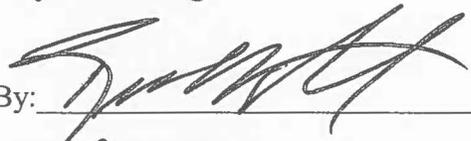
Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**City of Las Vegas**

By:  \_\_\_\_\_  
Title: City Manager

Date: 6/27/17

Attest: \_\_\_\_\_  
City Clerk

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/06/17

**DEPT:** Public Works

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** Resolution No. 17-19 assuring the availability of matching funds for participation in the New Mexico Department of Transportation Municipal Arterial Program (MAP); for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements-Mountain View Drive. 7<sup>th</sup> Street to Grand Avenue. Total project cost=\$274,711.00, State match=\$206,033.00, City share=\$68,678.00.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval of Resolution No. 17-19.

**BACKGROUND/RATIONALE:** As part of the MAP Agreement criteria for the New Mexico Department of Transportation Municipal Arterial Program, it is required that a Resolution of Support from the Local Governing Body assuring matching funding availability accompany program agreement. In complying with this criteria, staff is requesting that this Resolution be approved for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements-Mountain View Drive, for (MAP) Program Agreement submittal 2017/2018. Budgetary provisions will be made in the Public Works budget during the 2017/2018 fiscal cycle.

**STAFF RECOMMENDATION:** Approval of Resolution No. 17-19.

**COMMITTEE RECOMMENDATION:** N/A

**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: July 6, 2017  
RE: Supporting Resolution No. 17-19 Municipal Arterial Program Agreement/MAP-7647(911)

As part of the MAP Agreement submittal criteria for the New Mexico Department of Transportation Municipal Arterial Program MAP-7647(911), a resolution of support is required from the local governing body.

In complying with this criteria, staff is requesting that this resolution be approved for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements-Mountain View Drive; Total project cost =\$274,711.00, State match =\$206,033.00, City share =\$68,678.00.

Budgetary provisions will be made in the Public Works Department's 2017/2018 fiscal year budget cycle, to implement this project, should it be funded by the New Mexico Department of Transportation.

Should you have any questions regarding this resolution, prior to the scheduled City Council Meeting, please contact this office at your convenience.

Enclosure

XC: Richard Trujillo, City Manager  
2017/2018 Municipal Arterial Program (MAP) File



CITY OF LAS VEGAS, NM  
RESOLUTION NO. 17-19

A Resolution Supporting the New Mexico Department of Transportation Municipal Arterial Program MAP-7647(911) for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements-Mountain View Drive, 7<sup>th</sup> Street to Grand Avenue.

**WHEREAS;** the estimated cost of the above described project is two hundred seventy four thousand, seven hundred and eleven dollars (\$274,711.00)

**WHEREAS;** the City of Las Vegas' governing body has declared improvements to said streets a necessity for the good and well being of the citizens of Las Vegas, New Mexico and support Municipal Arterial Program Agreement for these funds to accomplish the work; and

**WHEREAS;** the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Arterial Funding Program MAP-7647(911), provided it be successful in receiving the funding necessary for these improvements.

**NOW THEREFORE, BE IT RESOLVED,** by the local governing body of City of Las Vegas that the Municipal Arterial Program Cooperative Agreement for the above funding be submitted to the New Mexico Department of Transportation.

**PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ DAY OF JULY, 2017.**

CITY OF LAS VEGAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk



July 6, 2017

Ms. Veronica Gentry, Public Works Director  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

Dear Ms. Gentry,

Attached are four original **Municipal Arterial Program Cooperative Agreements** to be entered between the New Mexico Department of Transportation and the **City of Las Vegas MAP-7647(911)** for your review and signature. **Please return all four agreements along with an updated Estimated Summary, and a Formal Resolution that shall list the scope of work, termini and reference the project amounts.** Execution of these Agreements will not occur without the submittal of the Resolution and Estimate Summary. Counties and municipalities participating in the Local Government Road Fund Program may request waivers of their required match funding for their individual projects. The requests will be reviewed by the Department of Finance and Administration (DFA) to determine whether you are eligible for the match waiver based on financial hardship. In general, DFA will determine if you have sufficient non-earmarked balances in your funds to cover the required twenty-five percent (25%) match of your proposed projects. For municipalities DFA will analyze your general, street, and water/sewer funds and for counties will analyze your general and road funds.

The New Mexico Administrative Code 18 NMAC 27.3.8 is still in effect for the Match Waiver Program and may be used as a guideline for you to determine whether you will be requesting any waivers.

If your county or municipality is interested in applying for a match waiver based on the above DFA criteria and the noted Administrative Code, please provide a written response from your governing bodies and resolution including all project details to our office ASAP.

As always the NMDOT is here to help the entities if help is needed. Should you have any questions, please do not hesitate to contact my office at 505-454-3606.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Herrera", is written over a horizontal line.

John A. Herrera  
LGRF Coordinator

xc: LGRF Files

**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

Contract No. \_\_\_\_\_  
Vendor No. 0000054343  
Project No. MAP-7647(911)  
Control No. L400321

**MUNICIPAL ARTERIAL PROGRAM  
COOPERATIVE AGREEMENT**

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L400321 ." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

- a. The estimated total cost for the Project is Two Hundred Seventy Four Thousand Seven Hundred Eleven Dollars and No Cents (**\$274,711**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$206,033

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,  
Drainage and Misc. Improvements

2. The Public Entity's required proportional matching  
Share shall be 25% \$68,678  
For purpose stated above

3. Total Project Cost **\$274,711**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Seventy Four Thousand Seven Hundred Eleven Dollars and No Cents (**\$274,711**)

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.
- d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

### **3. The Department Shall:**

Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

### **4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
  - 1. Utility Certification;
  - 2. Drainage and storm drain design;
  - 3. Geotechnical design;
  - 4. Pavement design;
  - 5. Traffic design;
  - 6. Structural design;
  - 7. Environmental and archeological clearances Certification;
  - 8. Right-of-way maps and acquisition Certification;
  - 9. Hazardous substance/waste site(s) contamination investigations;
  - 10. Railroad Certification; and
  - 11. Intelligent Transportation System (ITS) Certification.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements",

- which is incorporated into this Agreement.
- k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
  - l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
  - m. Prior to Project construction, furnish the Department's District 4. Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
  - n. Within thirty (30) days of completion, furnish the Department's District 4. Office "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
  - o. Within thirty (30) days of completion, furnish the Department's District 4. Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
  - p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
  - q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
  - r. Advertise, let, and supervise the construction of the Project.
  - s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
  - t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
  - u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations

of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on 6/30/2019. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

#### **7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

#### **8. Third Party Beneficiary.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

#### **10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act,

error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

#### **11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

#### **12. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

#### **13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

#### **14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

#### **15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

#### **16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

**17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**City of Las Vegas**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 07/06/17

**DEPT:** Public Works

**MEETING DATE:** 07/19/17

**ITEM/TOPIC:** Participation in Local Government Road Fund Program and request for Match Waiver administered by New Mexico Department of Transportation.

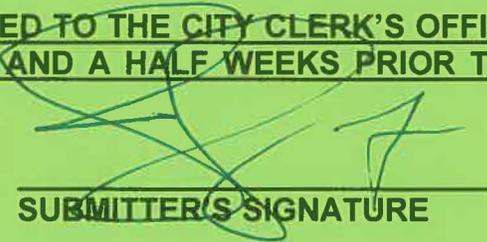
**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval of Resolution No. 17-25.

**BACKGROUND/RATIONALE:** The City of Las Vegas has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriate by New Mexico State Legislature for Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$68,678.00.

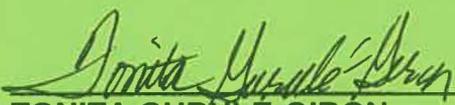
**STAFF RECOMMENDATION:** Approve Resolution.

**COMMITTEE RECOMMENDATION:** N/A

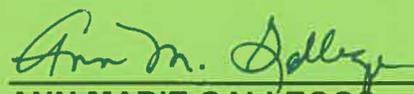
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
**TONITA GURULE-GIRON**

**MAYOR**

  
\_\_\_\_\_  
**ANN MARIE GALLEGOS**

**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, NM  
RESOLUTION NO. 17-25

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR  
MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

**WHEREAS;** the City of Las Vegas and the New Mexico Department of Transportation have entered into a Municipal Arterial Program Agreement.

**WHEREAS;** the total cost of the project will be \$274,711.00 to be in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$206,033.00.
- b. City of Las Vegas' proportional matching share shall be 25% or \$68,678.00 if a "Hardship" for "Match Waiver" is not deemed to be present by Department of Finance and Administration and the Department of Transportation.

TOTAL PROJECT COST \$274,711.00

The City of Las Vegas shall pay all costs, which exceed the total amount of \$206,033.00.

**WHEREAS;** the City of Las Vegas has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriate by New Mexico State Legislature for Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$68,678.00.

**NOW THEREFORE, BE IT RESOLVED,** that the City of Las Vegas determines, resolved and orders as follows:

That the project for this Municipal Arterial Program Agreement is adopted and has a priority standing.

The agreement terminated on June 30, 2019 and the City of Las Vegas incorporates all the all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into Municipal Arterial Program Agreement Project Number MAP-7647(911), Control Number L400321, with the New Mexico Department of Transportation's drainage improvements and miscellaneous construction to various entity streets within the control of the City of Las Vegas, San Miguel County, New Mexico.

**PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ DAY OF JULY, 2017.**

CITY OF LAS VEGAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk