



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
October 16, 2019–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue**

(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 (September 11th Work Session, and September 18th , 2019 Regular)**
- 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. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by Commanders Steve Pacheco and Pam Sandoval on three (3) Certified Dispatchers.
- XI. **CITY MANAGER’S REPORT**
- XII. **FINANCE REPORT**
- XIII. **CONSENT AGENDA**
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of resolution No. 19-52, 2020 Election Resolution (English and Spanish).

Danielle Sena, Deputy Clerk As per §1-22-4A, An Election Resolution must be adopted by the Governing Body between 120-150 days prior to an election.

2. Approval to award bid # 2020-01 for the Senior Center North Parking Lot Reconstruction to Pacheco Construction.

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

3. Approval to accept funding from the Bulletproof Vest Partnership in the amount of \$1566.72 through the Department of Justice.

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

XIV. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 19-04, Passenger Behavior for the City of Las Vegas Meadow City Express.

Darlene Arguello, Transportation Manager As per NMDOT and FTA Regulations for Transit Systems, an Ordinance Governing Passenger Behavior must be adopted.

2. Approval/Disapproval of Resolution No. 19-45 Passenger Child Restraint Policy for the City of Las Vegas Meadow City Express.

Darlene Arguello, Transportation Manager A policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing Passenger Child Restraint Requirements to maintain effective, safe and efficient transit services for the community.

3. Approval/Disapproval of Resolution No. 19-46 Passenger No-Show and Late Cancellation Policy for the City of Las Vegas Meadow City Express.

Darlene Arguello, Transportation Manager A policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and

Regulations governing No-Show and Late Cancellation Requirements to maintain effective, safe and efficient transit services for the community.

4. Approval/Disapproval of Resolution No. 19-47 Service Animal Policy for the City of Las Vegas Meadow City Express.

Darlene Arguello, Transportation Manager A policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing Service Animal Requirements to maintain effective, safe and efficient transit services for the community.

5. Approval/Disapproval of Resolution 19-53 assuring availability of funds for Project Control # LP40002 (National/Bridge Street) administered by NMDOT in the amount of \$1,619,562.00, State share being \$1,536,683.90 which is 95%, City of Las Vegas share being \$80,878.10 which is 5% of total cost.

Danny Gurule, Interim Public Works Director as per New Mexico Department of Transportation (NMDOT) submittal criteria it is required that a Resolution of support from our Local Governing Body accompany Grant Agreement. In complying with this criteria staff is requesting that this Resolution be approved for the plan, design, construction,, construction management , reconstruction, pavement rehabilitation, drainage improvements, and miscellaneous construction, from National Ave. from 12th St. down Bridge St., around the Plaza Park, to include Camino De Las Escuelas, South Gonzales St., South Pacific St., to end at Moreno St., also Hot Springs Blvd., and North Gonzales St., to end at Valencia St.

XV. COUNCILORS' REPORTS

XVI. 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.

XVII. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, SEPTEMBER 11, 2019 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

Meeting was called to order at 5:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr., asked for a moment of silence for all the victims from 9/11 and prayers for all our family, the community, leaders and for all the goodness in the world.

APPROVAL OF AGENDA

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

Meredith Britt spoke about a street light out in her neighborhood that has been burnt out for several months and advised she and her neighbors have called the City. Ms. Britt advised her City Councilor has called Public Works and nothing gets done and advised it seems like there should be a process that things get done that are that simple. Ms. Britt advised people are afraid due to an increase in homeless people, drug addicts, drug dealers and other criminals in her neighborhood. Ms. Britt advised another block over there's an abandoned house full of people and advised the house has no windows and doors don't shut. Ms. Britt advised she has been in touch with with Mayor, Interim City Manager, her Councilor, and people have gone to City council meetings about the house. Ms. Britt advised she has been in touch with the Police and Fire Departments due to the people starting fires in the backyard and the toxic fumes made a cloud over the neighborhood.

Ms. Britt stated, "If I were Mayor of a beautiful little City and if I were being investigated for crimes I didn't commit or ethical breaches I didn't commit by the Attorney General, I would step aside and let the City take care of business until the investigation is completed." Ms. Britt also stated, "I would explain to my constituents how I am innocent and why the Attorney General is investigating me, if I couldn't do that I would resign."

Interim City Manager Ann Marie Gallegos advised Council before she gets into the discussion items she failed to place the approved budget for the year 2020 in their mailboxes for review and any discussion items could be brought back to Mayor and Council at a later time.

Mayor Tonita Gurulé-Girón asked if that was the actual approval of the budget.

Interim City Manager Gallegos advised it is the actual budget for 2020 by DFA.

Mayor Gurulé-Girón thanked Interim City Manager and her staff for completing the budget.

DISCUSSION ITEMS

1. Resolution 19-48 for the participation in the local government road fund program match waiver which is administered by the New Mexico Department of Transportation (NMDOT) in the amount of \$80,878.10.

Interim Public Works Director Danny Gurule advised he was seeking approval of resolution 19-48 which is the match waiver for the Call for Projects money. Interim Public Works Director Gurule advised the award letter won't be sent out yet but they wanted them to spend the money as quickly as possible and must have the match waiver to get it fully funded for the National and Bridge Street area.

Interim City Manager Gallegos advised it was one of the projects that were funded by the emergency road improvement fund money and did receive funding for National and Bridge Street.

Mayor Gurulé-Girón advised they have been working on it since 2016 when they first applied for it.

Councilor Howell asked what the chances are of them getting the waiver.

Interim Public Works Director Gurule advised depending on how much money DFA has put aside and advised they got it when they applied for the MAP one and fully funded the Mountain View project.

Councilor Howell asked when would they know.

Interim Public Works Director Gurule advised he has by the end of the month to turn it in and they should be moving on it quickly because they want the money spent as quickly as possible in case a Calls for Projects comes out again next year so they could apply.

Mayor Gurulé-Girón advised historically they have had every single waiver approved.

The governing body agreed to place the item as a consent agenda item.

2. Resolution 19-49 assuring the City of Las Vegas supports a request for a one year extension to Project No. Sp-4-19(957) COOP grant due to weather delays.

Interim Public Works Director Danny Gurule advised he was seeking approval of resolution 19-49 for the COOP project which is West National and Keen Street due to weather delays and clearance. Interim Public Works Director Gurule advised they have the paperwork for signatures and should be starting in a couple of months but wants to start the Mountain View project first.

Councilor Howell asked if it was due to weather delays.

Interim Public Works Director Gurule advised it was weather delays and waiting on the clearance from different areas and are ready to go out for RFP.

Councilor Howell advised in a couple of months there will be a lot more inclement weather.

Interim Public Works Director Gurule advised they will start it and have until June to finish it and is confident they will finish it.

Councilor Howell advised we are projected to have a bad winter this year.

The governing body agreed to place the item as a consent agenda item.

3. Resolution 19-51, Recommendation to award Engineering Services to Molzen Corbin for Salazar/Romero Street.

Interim Public Works Director Danny Gurule advised he is seeking approval of resolution 19-51 to Molzen Corbin for engineering services on Salazar and Romero Street and once approved they can start on the plan and design. Interim Public Works Director Gurule advised it is lobby money and a start to finish project.

Interim City Manager Gallegos advised it was Legislative money that was appropriated by the Legislature in 2019 and requested they start the project as quickly as possible.

The governing body agreed to place the item as a consent agenda item.

4. Resolution #19-50, 2021-2025 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

Senior Center Manager Wanda Salazar advised she would review the ICIP plan for the Senior Program for 2021-2025 and did make changes to the center in Las Vegas.

Discussion took place regarding the changes and rankings to the ICIP plan for the Las Vegas, Pecos and San Miguel Senior Centers.

Councilor Howell asked what was the total dollar amount that is being requested on the Capital Outlay for Las Vegas.

Senior Center Manager Salazar advised in 2021 they are looking at \$1.2 million and when adding up 2021-2025 its \$3.4 million.

Discussion took place regarding how much they got from Capital Outlay before and by breaking down projects they hope to get the funding.

The governing body agreed to place the item as a consent agenda item.

Mayor Gurulé-Girón advised before calling for executive session she wanted to for the record make a statement, "that Meredith Britt mentioned that she spoke to me in the past about her concerns, that is absolutely untrue, she has never spoke to me in the past but she has asked of me to give her a contract in the past, and to hire her for design and art projects which I have nothing to do with the actual contracts for the City of Las Vegas so I want to put that on the record and I don't appreciate people coming in here and lying."

Mayor Gurulé-Girón asked Interim City Manager Gallegos if she ever contacted her.

Interim City Manager Gallegos advised she didn't recall.

Mayor Gurulé-Girón advised okay that is for the record.

EXECUTIVE SESSION

Interim City Manager Ann Marie Gallegos advised there was no need for executive session.

Councilor Casey asked before they adjourn if they would have additional agenda items for next week's meeting.

Interim City Manager Gallegos advised yes, there would be a possibility of one to two more items and is looking at the Union contract for the Fire Department and a bid for the Senior Center parking lot.

Councilor Howell thanked the Mayor and Interim City Manager Gallegos for setting a date to speak to the Chamber of Commerce and hopefully it will go well.

Councilor Howell advised they have an exciting Chamber of Commerce board now and they will do a lot for the community.

Mayor Gurulé-Girón advised they are looking forward to it.

ADJOURN

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

MEETING OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, SEPTEMBER 18, 2019 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno, City Attorney
David T. Bibb III, Sergeant at Arms

Meeting began at 6:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. asked for a moment of silence for our residents and ourselves and for the betterment of the community.

APPROVAL OF AGENDA

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for August 14th Special Meeting, August 14th Work Session and August 21, 2019 Regular with minor amendments. Councilor Howell and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

MAYOR’S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón stated she did not have any appointments although wanted to address the Las Vegas Optic. She advised that they wrote an article about the City’s budget approved by DFA which cited a letter to DFA and stated percentages were not accurate in regards to expenditures and transfers. She advised the article stated there were other issues regarding the budget and that they did not take into consideration, the City’s cash balances, which were substantial to the City and advised she would provide a copy of the cash balances to the Optic.

Mayor Gurulé-Girón advised that also mentioned in the article was budgeted increases and transfers between funds not included in the final approval must be approved by the Local Government Division and stated that basic protocol was that all transfers must be approved by them. She wanted to state publicly that the City’s 2020 budget included over 30 million, 5 million in investments which would be carried over to utilize in the 2020 budget and it did not mean the City was spending frivolously. She commended the individuals who monitor the budget very carefully and added that total revenue in cash balances were 76 million, total expenditures were 52 million and total June 30, 2020 expected cash balance was 20 million.

MAYOR’S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón recognized and thanked Councilor Ulibarri, Jr. for attending the recent 911 event that took place.

PUBLIC INPUT

Paul Hesch stated that he wanted to thank the governing body for their service to the community and stated that they pray for them and honor them. He took the opportunity to invite them to a steak dinner event that they host for local law enforcement, (local heroes), and informed it would be held on September 27th from 11:00 a.m. to 3:00 p.m.

Cordia Sammeth spoke briefly about climate change and advised of the Global Climate Strike that would take place on September 20th in Santa Fe and added that Semilla's would be helping in making posters for the event Friday at 9:30 a.m. She advised that Tierra Encantada Market Festival would take place this Saturday with many events taking place between 8:00 a.m. and 3:00 p.m. and information would be available on climate change and regenerative agriculture.

Lalo Sanchez spoke on issues regarding police vehicles not being numbered for the purpose of reporting officers who were breaking the law and not having numbers to identify the vehicles was prohibiting him on reporting the officers infractions. He also added that he was having difficulty getting in contact with Police Chief Bibb. Mr. Sanchez added that the need for crosswalks was crucial for student and pedestrian safety and asked that they address that issue throughout the City and not only on North Gonzales Street. He also advised that loose dogs and cats were a huge concern and a disturbance in his neighborhood and asked if that could be addressed.

PRESENTATIONS

Kathleen Dudley gave a detailed presentation regarding the many issues and concerns on 5G Technology. She reported on the detrimental effects of having 5G radioactive frequency and how it had damaging health impacts, particularly to our youth and the subsequent impact to the diminishing ozone layer causing global warming. She thanked the City for their example of using non pesticide chemicals which damage our water, the soil and our bodies.

Utilities Director Maria Gilvarry gave a lengthy detailed presentation regarding the Wastewater Treatment System Process and Permits and reported on a

proposed organizational work chart that would create a path for promotions regarding Wastewater Lab Technicians who could specialize in Operations, Collections & Labs.

Mayor Gurulé-Girón asked if Amnesty Day had already been scheduled and asked for the status of the Utilities Rate Study.

Utilities Director Gilvarry advised that Amnesty Day would be scheduled within the next three weeks and that the Rate Study would be presented to the governing body in November.

Councilor Casey asked regarding Wastewater training, how long would it take to move up a level, how long would it take to get results and who evaluated the tests.

Utilities Director Gilvarry advised that the tests were provided by the state's Operator's Certification Program and usually test results were received within four weeks. She advised that the state grades the test, provides the results and certifications and if they fail the test they also offer guidance on those areas that need focus on.

Councilor Howell asked for the status of Bradner Dam, regarding if it was almost to its full capacity and asked for the status of the Acequia litigation.

Utilities Director Gilvarry stated that they were filling 1 foot a day although the state engineer had slowed them down to a certain flow, and last reported was over 80 acre feet which was one third full and would take another month or two. She advised that she could not give any information regarding the Acequia litigation.

Brief discussion took place regarding the drainage process that would eventually take place once it was offline.

City Attorney Esther Garduno Montoya advised Councilor Howell that she would request an update from the water attorneys regarding the Acequia litigation and would report on it at the next council meeting.

CITY MANAGER'S REPORT

Interim City Manager Ann Marie Gallegos reported on the following ongoing projects taking place:

-Submittal of CDBG
-August, New Hires

-Fiesta Report (forthcoming)
-NM Infrastructure Conference (Las Cruces, N.M. Oct 23-25)

FINANCE REPORT

Interim Finance Director Tana Vega presented the Finance Report for the month ending August 31, 2019, (16.66% of Year Lapsed), reporting the General Fund revenues at \$1,891,670 and expenditure total at \$1,655,554. She reported the Enterprise Funds revenue at \$2,406,701 and expenditures at \$2,054,527. Ms. Vega reported Recreation Department revenues at \$88,044 and expenditures at \$105,971.

Councilor Howell thanked Ms. Vega for providing the check journals requested.

Councilor Casey had questions regarding the check journal listing payouts pertaining to D.A.G. totalling \$50,564.00.

Ms. Vega advised that the payouts were under General Fund, month to month and quotes were received, that the diesel contract with D.A.G. was still in effect and the gasoline contract with D.A.G. had expired.

Councilor Casey stated that she had questions on some payments being made to entities she had not heard of and asked for clarifications regarding those.

Ms. Vega made the clarifications of the entities as Councilor Casey read them out.

Interim City Manager Gallegos advised they would get the information regarding those entities not identified.

Councilor Casey explained that the reason for the questioning was due to \$5,209,111.00 for 2 months was a great amount being paid to different entities.

Mayor Gurulé-Girón asked “on the 5 million that goes out, what does the actual report look like in regards to the reserve and how much we’ve saved.” She asked if the City had been careful in spending.

Ms. Vega advised that as indicated by the General Fund and Enterprise Funds revenue reports, it showed that we brought in more available cash than what was expended therefore any cash carried over from the prior year had not been expended. She stated that regarding spending, all requisitions were reviewed, they ensure adequate quotes had been received and that there is adequate funding in that particular line item.

Mayor Gurulé-Girón stated that in regards to the Moody report, asked to discuss the City's credit strengths and how the debt for pensions worked.

Ms. Vega explained that in regards to credit strength, the report was based on the 2017 Audit Report which reflected the Moody Report for the 2018 Audit Report and was extensive and detailed to GRT funding and stated that the City still had an AA rating in 2018 and 2019. She advised that in regards to the debt burden's future, it was based on what the City would bring in regarding future revenues, in order to pay off that debt and being that the City was under the Qualified Pension Plan, if PERA would go bankrupt, the City would still be liable to continue making pension plan payments to retirees. Ms. Vega stated that currently it was only affecting the City's financials as far as the audit report goes due to it being required by GASB to report it.

CONSENT AGENDA

Deputy Clerk Danielle Sena read the Consent Agenda (Items 1-4) into the record as follows:

1. Approval of Resolution 19-48 for the participation in the local government road fund program match waiver which is administered by the New Mexico Department of Transportation (NMDOT) in the amount of \$80,878.10.

Resolution 19-48 was presented as follows:

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
Resolution #19-48**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM (CALL FOR PROJECTS)
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 (NMDOT) have entered into an Agreement;

WHEREAS; the total project cost is \$1,617,562.00;

WHEREAS; the share amount from NMDOT shall be 95% or \$1,536,683.90;

WHEREAS; the City of Las Vegas' proportional matching share shall be 5% or \$80,878.10 if a "Hardship" for "Match Waiver" is not deemed to be present by the Department of Finance and Administration and the NMDOT;

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 appropriated by the New Mexico State Legislature for Public Entities" in need of "Hardship";

WHEREAS; the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$80,878.10 to acquire funds;

WHEREAS; the project for this Call for projects program is to be adopted and has a priority standing for the proportional match waiver toward completion of the project.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into this Agreement with the New Mexico Department of Transportation's FY19 Local Government Road Fund (LGRF) Project, for the plan, design, construction, and construction management for National Street /Bridge Street within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF September 2019.

CITY OF LAS VEGAS

ATTEST:

Casandra Fresquez, City Clerk

TONITA GURULE-GIRON
MAYOR

2. Approval of Resolution 19-49 assuring the City of Las Vegas supports a request for a one year extension to Project No. Sp-4-19(957) COOP grant due to weather delays.

Resolution 19-49 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 19-49**

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT ADMINISTERED

By the New Mexico Department of Transportation (NMDOT)

WHEREAS; the Governing Body of the City of Las Vegas support a request for a one year extension to jointly coordinated grant administered by the NMDOT.

WHEREAS; the City of Las Vegas and the NMDOT have entered into a joint coordinated effort, and,

WHEREAS; the Governing Body does provide authorization and approval for an extension request of one year to FY 2019 Municipal Cooperative Agreement (COOP), Project No. SP-4-19(957), Control No. L400397, Vendor No. 54343, Contract No. D15952.

NOW, THEREFORE, it is respectfully requested that authorization be given of said request to the NMDOT District 4 office for approval of said request.

PASSED, APPROVED, AND ADOPTED this _____ day of September, 2019.

CITY OF LAS VEGAS

ATTEST:

TONITA GURULE-GIRON

CASANDRA FRESQUEZ,
CITY CLERK

3. Approval of Resolution 19-51, Recommendation to award Engineering Services to Molzen Corbin for Salazar/Romero Street.

Resolution 19-51 was presented as follows:

CITY OF LAS VEGAS, NM
Resolution No. 19-51

Award of Professional Services to Molzen Corbin

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) have entered into an agreement, Project No. D18030, Romero/Salazar Street Reconstruction.

WHEREAS; the total amount of the project being Six Hundred Fifty Two Thousand, Two Hundred Fourteen Dollars, (\$652,214.00) to include engineering cost.

WHEREAS; engineering cost will be One Hundred Forty Six Thousand Nine Hundred Fifty Two and Seventy Two Cents (\$146,952.72).

WHEREAS; the City of Las Vegas and Molzen Corbin would like to enter into an Agreement for Professional Services, Project No. D18030 Romero/ Salazar Street Reconstruction.

NOW THEREFORE, BE IT RESOLVED; by the City of Las Vegas to enter into this Agreement, Project No. D18030 with Molzen Corbin Engineering for the Topographic Survey, Geotechnical Investigation, Plan, Design, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction, as well as prepare Final Construction Documents, Submit Plans and Specifications of 100%, prepare Final Construction Documents for Advertisement as well as Submitting all Closing Documents on Romero/Salazar Street.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF SEPTEMBER, 2019

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez, City Clerk

Tonita Gurule-Giron Mayor

4. Approval of Resolution 19-50, 2021-2025 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

Resolution 19-50 was presented as follows:

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 19-50**

**A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL
IMPROVEMENT PLAN (ICIP)
FOR THE LAS VEGAS SENIOR CENTER**

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas Governing Body that:

1. The City of Las Vegas has adopted the attached FY 2021-2025 Infrastructure Capital Improvement Plan for the Las Vegas Senior Center, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of September, 2019.

Signed:

ATTEST:

Mayor Tonita Gurulé-Girón

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

City Attorney

Councilor Casey made a motion to approve the Consent Agenda Items 1-4, as read into the record. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval of International Association of Fire Fighters (IAFF) Local 4625 Agreement.

Fire Chief Billy Montoya introduced L.A. Sena as the IAFF Representative and advised that the City entered into contract negotiations with IAFF for purposes of negotiating a partial contract for 2019. The International Association of Fire Fighters Local 4625 has ratified and approved the collective bargaining agreement

between the City of Las Vegas and the Las Vegas NM Professional Firefighter Association.

Mayor Gurulé-Girón had a question regarding Article 20, Section I. Disciplinary Conduct (Action) and asked how they came to that conclusion.

Fire Chief Montoya advised that they formulated it around what would work for the department specifically and that it covered the department and staff for any type of diminishing integrity that may occur off duty.

Lengthy discussion took place regarding conflict of interest pertaining to on or off duty conduct.

Councilor Howell asked if they went back to union members to vote on the amendments made to the contract and if so, were the votes unanimous.

Fire Chief Montoya advised that the union had the opportunity to go back and they made their recommendations as a counter offer, that they met again and both parties agreed upon the agreement.

IAFF Representative, L.A. Sena advised that the union members vote was majority and stated that one of the stipulations added was the ¾ vote, in order for the union to be present and able to present if any infraction occurred.

City Attorney Esther Garduno advised that she was not present at negotiations although reviewed all documents in the preparation.

Councilor Casey made a motion to approve of International Association of Fire Fighters (IAFF) Local 4625 Agreement. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

COUNCILORS' REPORTS

Councilor Romero was concerned about the weed issue not being addressed throughout the City.

Councilor Romero asked if permits and insurance were needed from property owners with abandoned buildings and asked for an update from Code Enforcement regarding the Abandoned Building Ordinance.

Interim City Manager Gallegos advised that 40 red tags had been issued last week concerning the weeds, were moving forward on that and advised Councilor Romero they would follow up on particular addresses they would receive from him. She stated regarding abandoned buildings, they were addressing buildings that were in poor and unsafe condition and trying to contact those property owners through San Miguel County and focusing on enforcing the ordinance.

Councilor Casey advised she was also concerned about older buildings that were deteriorating and mentioned the Masonic Temple was one of them and asked if it was possible to get a formal report from the Department of Cultural Preservation on the renovation of older buildings that had been done. She wanted to have discussions on how to ensure the deterioration did not continue.

Interim City Manager Gallegos advised they were hoping for any potential sales of the building on Grand Avenue and Bridge Street and she would get with Community Development Department to work on a report on historical buildings that had been worked on.

Mayor Gurulé-Girón stated that this had been an ongoing problem for years and that it was actually the responsibility of the property owner of the building, to sell or repair.

Councilor Howell stated they had a good meeting with the production company and LVFIBA, discussed was keeping 4th of July Fiestas at Plaza Park although moving other events, that they wanted film to exist in Las Vegas and thought good ideas were discussed in regards to mitigating problems brought forth. He stated that the Film Commission needed to be regenerated.

Councilor Howell advised that he was concerned about the collapsed property on Grand Avenue due to kids being able to get in that area, which was very unsafe.

Interim City Manager Gallegos advised that it was fenced and would contact the owner or the person facilitating the sale of property and inform them of that.

Councilor Howell stated that there was still no lighting on Grand Avenue.

Streets Director Chris Rodarte advised that they had been working on locating a major short in 35-40 light poles and were on the last 10 and should be completed by Friday.

Councilor Ulibarri, Jr. asked if Code Enforcement could give a report by Ward pertaining to abandoned vehicles throughout the City.

Interim City Manager Gallegos advised that they would provide the report to Council by ward.

Councilor Howell stated to Chief Bibb that he hoped there could be more Police security in the River Walk area of Grand Avenue to Mills Avenue, that the community was scared since there was a death that occurred there.

Councilor Romero asked what the process was regarding members wanting to work out during the construction and if their passes would be extended.

Recreation Manager Sonia Gomez advised that right now there was a freeze on all memberships although when construction was complete they would give all members their days from the time it closed until time of reopening. She informed that that information was provided on PSAs and that she could not confirm a completion date.

EXECUTIVE SESSION

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Casey made a motion to reconvene into Regular Session after having been in Executive Session for the purpose of discussing personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meeting Act, NMSA 1978 and for discussing matters subject to 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, no action was taken and only those items were discussed. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Howell 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 Casey	Yes
David G. Romero	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Cassandra Fresquez, City Clerk

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE 9/30/2019

DEPT: Police

MEETING DATE: 16 Oct 2019

ITEM/TOPIC: *Presentation on three (3) Certified Dispatchers*

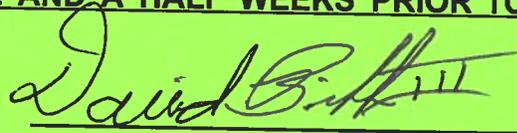
ACTION REQUESTED OF COUNCIL: *Presentation Only*

BACKGROUND/RATIONALE: *The Las Vegas Police Department would like to recognize three (3) police personnel for their accomplishments and for their completion of the New Mexico Department of Public Safety Telecommunications Academy.*

STAFF RECOMMENDATION: No Action

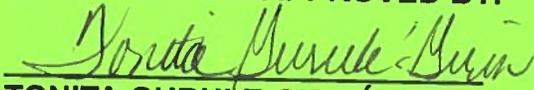
COMMITTEE RECOMMENDATION: None

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.



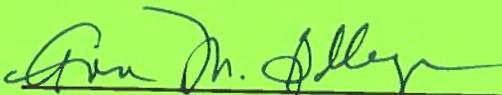
David Bibb III, Chief of Police

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

GENERAL FUND REVENUE COMPARISON
THRU SEPTEMBER 30, 2019 25% OF YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2020

	A		B		C		D		E		G (E/B) FY 2020 % REV
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 YTD - ACTUAL				
PROPERTY TAX	1,485,000	1,312,372	328,093	61,794	61,794	100,741	8%				
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	887,500	949,240	949,240	1,043,918	29%				
FRANCHISE TAX	750,000	750,000	187,500	183,306	183,306	175,887	23%				
GROSS RECEIPT TAX .75	2,332,500	2,449,125	612,281	623,472	623,472	685,560	28%				
1/8 INFRASTRUCTURE	372,000	372,000	93,000	101,890	101,890	108,322	29%				
GRT .25 (JAN 2011)	1,060,000	1,060,000	265,000	282,970	282,970	288,035	27%				
GRT -HOLD HARMLESS (JULY 2015)	-	0	0	-	-	0	0%				
LICENSE & FEES	83,500	63,000	15,750	9,612	9,612	8,512	14%				
INTERGOVERNMENTAL	77,144	76,500	19,125	21,942	21,942	13,847	18%				
LOCAL-FINES	66,500	66,500	16,625	15,105	15,105	19,714	30%				
LOCAL-MISC	1,648,800	1,667,450	416,863	405,861	405,861	420,096	25%				
TOTAL	11,425,444	11,366,947	2,841,737	2,655,192	2,655,192	2,864,632	25%				

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2020

	A		B		C		D		E		F	H (E/B) % BDGT
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.				
JUDICIAL	294,648	300,157	75,039	60,770	60,770	72,201	227,956	24%				
GOVERNING BODY	73,038	72,409	18,102	14,697	14,697	18,054	54,355	25%				
MAYOR	60,736	43,484	10,871	4,123	4,123	4,224	39,260	10%				
MANAGER	261,412	264,452	66,113	57,429	57,429	46,163	218,289	17%				
EXECUTIVE	0	0	0	0	0	0	0	0%				
MUNICIPAL CLERK	222,499	270,729	67,682	53,554	53,554	58,302	212,427	22%				
CITY ATTORNEY	229,704	218,052	54,513	24,123	24,123	33,953	184,099	16%				
PERSONNEL/HR	245,259	249,961	62,490	41,523	41,523	55,622	194,339	22%				
FINANCE	467,223	475,653	118,913	88,285	88,285	110,852	364,801	23%				
COMMUNITY DEV.	528,706	506,791	126,698	74,211	74,211	75,330	431,461	15%				
POLICE	4,006,680	4,277,031	1,059,258	879,165	879,165	905,892	3,371,139	21%				
CODE ENFORCEMENT	150,334	142,021	35,505	17,529	17,529	18,713	123,308	13%				
ANIMAL SHELTER	135,490	150,424	37,606	22,172	22,172	33,228	117,196	22%				
FIRE	1,357,467	1,384,729	346,182	291,141	291,141	298,966	1,085,763	22%				
PUBLIC WORKS/AIRPORT	450,832	487,071	121,768	97,279	97,279	99,996	387,075	21%				
PARKS	290,709	290,323	72,581	41,764	41,764	53,575	236,748	18%				
AIRPORT	0	0	0	0	0	0	0	0%				
LIBRARY	200,046	232,272	58,068	36,372	36,372	54,502	177,770	23%				
MUSEUM	148,116	154,939	38,735	25,415	25,415	19,563	135,376	13%				
GENERAL SERVICES	3,161,410	2,723,568	680,892	572,545	572,545	315,280	2,408,288	12%				
SALARY CONTINGENCY	0	0	0	0	0	0	0	0%				
TRANSFERS	751,352	744,667	186,167	184,875	184,875	186,125	558,542	25%				
TOTAL	13,035,661	12,988,733	3,247,183	2,586,972	2,586,972	2,460,542	10,528,191	19%				

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU SEPTEMBER 30, 2019 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2020**

<u>Total Budget to Actual Comparison</u>							
A	B	C	D	E	G		
FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	(E/B) %	BUDGET	
WASTE WATER (610)	2,966,100	3,419,600	854,900	778,261	671,337	20%	
NATURAL GAS (620)	5,036,000	5,041,250	1,260,313	489,576	593,090	12%	
SOLID WASTE (630)	3,419,400	3,413,400	853,350	849,885	884,482	26%	
WATER (640)	5,138,950	5,172,720	1,293,180	1,415,128	1,343,703	26%	
<i>Total of Enterprise Funds</i>	16,560,450	17,046,970	4,261,743	3,532,850	3,492,612	20%	

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU SEPTEMBER 30, 2019 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2020**

<u>Total Budget to Actual Comparison</u>								
A	B	C	D	E	F	H		
FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	(E/B) %	BUDGET	
WASTE WATER(610)	3,317,958	4,671,737	1,167,934	756,322	742,958	16%		
NATURAL GAS (620)	6,179,773	6,930,179	1,732,545	627,977	696,992	10%		
SOLID WASTE (630)	3,760,097	3,781,260	945,315	764,085	744,853	20%		
WATER (640)	4,707,663	5,481,285	1,370,321	954,086	1,082,987	20%		
<i>Total of Enterprise Funds</i>	17,965,491	20,864,461	5,216,115	3,102,470	3,267,789	16%		

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU SEPTEMBER 30, 2019 - 25% OF YEAR LAPSED 3 OF 12 MONTHS
FISCAL YEAR 2020**

	A	B	C	D	E	G (E/B) % REV
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
RECREATION-TAXES (Cig)	0	0	0	0	0	0%
WELLNESS CENTER	115,000	115,000	28,750	27,199	15,656	14%
OPEN SWIM	20,000	10,000	2,500	3,953	3,242	32%
YAFL	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	16,500	16,500	4,125	1,739	21	0%
SUMMER FUN PROGRAM	26,000	30,000	7,500	1,324	1,231	4%
RECREATION-OTHER	85,000	62,500	15,625	4,157	2,556	4%
GEN FUND TRANSFER	400,000	400,000	100,000	99,960	99,960	25%
TOTAL	662,500	634,000	158,500	138,332	122,666	19%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2019 - 25% OF YEAR LAPSED 3 OF 12 MONTHS
FISCAL YEAR 2020**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	
EMPLOYEE EXP.	633,166	619,444	154,861	125,566	130,242	489,202	21%
YAFL	0	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	8,500	8,500	2,125	1,128	0	8,500	0%
OTHER OPERATING EXP.	95,350	83,850	20,963	12,099	20,458	63,392	24%
CAPITAL OUTLAY	9,500	9,500	2,375	2,984	647	8,853	7%
TOTAL	746,516	721,294	180,324	141,777	151,346	569,948	21%

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/4/19

DEPT: City Clerk

MEETING DATE: 10/16/19

ITEM/TOPIC: Resolution No. 19-52

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No. 19-52, 2020 Election Resolution (English and Spanish).*

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

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

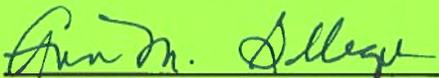
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

ELECTION RESOLUTION
CITY OF LAS VEGAS

Resolution No. 19-52

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

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

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

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

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

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

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

ADOPTED AND APPROVED THIS _____ day of _____, 2019.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

RESOLUCIÓN DE ELECCIÓN
CIUDAD DE LAS VEGAS

Resolución núm. 19-52

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

Sea resuelto por el cuerpo gobernante de Las Vegas que:

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

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

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

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

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

Adoptada y aprobada este día _____ de _____ de 2019.

Alcalde

Da fe:

Escribano Municipal

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/01/19

DEPT: Senior Center

MEETING DATE: 10/16/19

ITEM/TOPIC: Award bid # 2020-01 for the Senior Center North Parking Lot Reconstruction to Pacheco Construction.

ACTION REQUESTED OF COUNCIL: Award bid # 2020-01 to Pacheco Construction.

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

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

Bid Opening: September 11, 2019

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

STAFF RECOMMENDATION: Award Pacheco Construction the Senior Center North Parking Lot Reconstruction.

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

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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



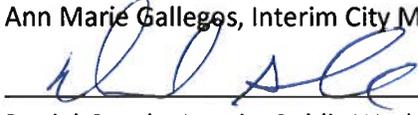
City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

MEMORANDUM

TO: Ann Marie Gallegos, Interim City Manager

From: 
Daniel Gurule, Interim Public Works Director

DATE: October 1, 2019

RE: Award Pacheco Construction Senior Center North Parking Lot Reconstruction

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

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

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

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

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



New Mexico E-Services for Contractor Licensing



[Home Page](#)

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

[Back to search page](#)



New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Details

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

QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>JOSHUA JAMES PACHECO</u>	374503	GB98	05/25/2012	Attached
<u>JOSHUA JAMES PACHECO</u>	374883	GA03	06/28/2012	Attached
<u>JOSHUA JAMES PACHECO</u>	375021	GA02	07/09/2012	Attached
<u>JOSHUA JAMES PACHECO</u>	375361	GA01	08/06/2012	Attached

[Back to search page](#) [Back](#)

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 11-Sep-2019

OPENING NO.: 2020-01

TIME: 2:00 PM

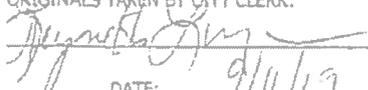
DEPARTMENT: SENIORS

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

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

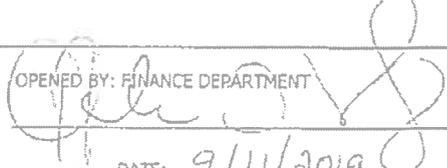
RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Pacheco Const.				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 Daniel Gurule	City of Las Vegas
2 MARGARET SILVA	City of Las Vegas - Inventory
3 Helen Vigil	CLV Purchasing
4 Syreeta Tafaes-Cordova	CLV Senior Center
5 Laniela Salazar	CLV Senior Center
6 Dominic Alvarez	CLV Finance
7	
8	
9	
10	

(use other side of form when full)
ORIGINALS TAKEN BY CITY CLERK:

DATE: 9/11/19

COPIES TAKEN BY DEPT:

DATE: 9-11-19

OPENED BY: FINANCE DEPARTMENT

DATE: 9/11/2019

OFFICIAL CHECK - CUSTOMER COPY

1000004904

GCB September 11, 2019

Purchaser: PACHECO CONSTRUCTION & TRUCKING INC

\$4,880.25

RE: Bid Bond Pacheco Const.

NON NEGOTIABLE

PAY TO THE ORDER OF: SAN MIGUEL COUNTY SENIOR CENTER

Notice to Customer: If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.



OFFICIAL CHECK

1000004904

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

\$4,880.25

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

PAY TO THE ORDER OF: SAN MIGUEL COUNTY SENIOR CENTER

Authorized Signature: *[Signature]*
C. M. [Signature]

140269 / M 50993 X

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. ARTIFICIAL WATERMARK WILL APPEAR AS A "2019"

Notice to Customer

If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.

GCB September 11, 2019

ISSUED BY MONEYGRAM PAYMENT SYSTEMS, INC
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: BOKF NA, EUFAULA, OK 4001

REQUEST FOR PROPOSALS

2:00 PM

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am (pm) Sept 11, 2019, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID SENIOR CENTER SERVICE ACCESS PARKING LOT RECONSTRUCTION

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

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

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

CITY OF LAS VEGAS,

Ann M. Gallegos

ANN MARIE GALLEGOS, INTERIM CITY MANAGER

Esther Garduno-Montoya

ESTHER GARDUNO-MONTOYA, CITY ATTORNEY

Cassandra Fresquez

CASANDRA FRESQUEZ, CITY CLERK

Tana Vega

TANA VEGA, INTERIM FINANCE DIRECTOR

Helena Vigil

HELENA VIGIL, PURCHASING OFFICER

Opening No. 2020-1

Date Issued: 8/13/2019

Published:	<u>LAS VEGAS OPTIC</u>	<u>Aug 18</u>	<u>2019</u>
	<u>ALBUQUERQUE JOURNAL</u>	<u>Aug 18</u>	<u>2019</u>
	<u>www.lasvegasnm.gov</u>	<u>Aug 18</u>	<u>2019</u>

OFFEROR INFORMATION

OFFEROR: Pacheco Construction & Trucking

AUTHORIZED AGENT: Tommy Garcia

ADDRESS: 3638 Route 166 Tucuman NM 88401

TELEPHONE NUMBER (575) 461-4811

FAX NUMBER (575) 461-3625

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: 82807

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

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

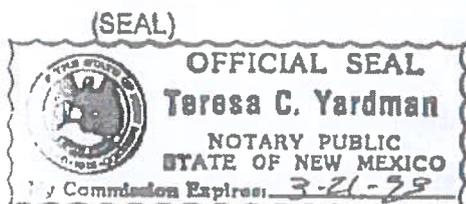
STATE OF New Mexico }

COUNTY OF San Miguel }^{SS}

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

Signature

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



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

AWARDED PROPOSAL

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

TIMETABLE

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

ENVELOPES

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

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

APPLICATION OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0459644

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

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

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

NEGOTIATION

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

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

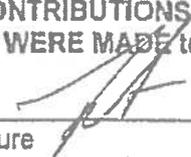
Signature

Date

Title (position)

-OR-

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



Signature

9/11/19

Date

Corp. President

Title (Position)

**SPECIFICATIONS AND CONTRACT
DOCUMENTS**

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

Prepared for:



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

Prepared by:

WHPacific

6501 Americas Parkway NE, Suite 400 Albuquerque, NM 87110

May 2018

OPENING NO. 2020-1

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

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

PREPARED BY:

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

PREPARED FOR:



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

WHPacific

TITLE, CERTIFICATION, AND SEALS

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

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

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

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

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

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

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

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



Beatha I. Schatz

Registered Professional Engineer
No. 22188

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REQUEST FOR BIDS

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

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

Bid Forms and Specifications may be obtained from:

Download from the City of Las Vegas

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

bids should be addressed to:

City Clerk
1700 North Grand Ave
Las Vegas, New Mexico 87701

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

Project Description:

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

Work requires the following licenses from the New Mexico:

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

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

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

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

Published:

Las Vegas Optic: _____, _____

Albuquerque Journal: _____, _____

City of Las Vegas Website: _____ , _____

Ann Marie Gallegos, Interim City Manager

Esther Garduno-Montoya, City Attorney

Casandra Fresquez, City Clerk

Tana Vega, Interim Finance Director

Helen Vigil, Purchasing Officer

INFORMATION FOR BIDDERS

AWARDED BID

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before September 11, 2019 at 2:00 PM at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for October 2019. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third-degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 3024-2, N.M.S.A. 1978): it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations,

Pacheco CONST.

BIDDER'S COMPANY NAME

Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0459644

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-700 for registering instructions.

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

PCT

BIDDER'S COMPANY NAME

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas. The successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City Limits.

PURPOSE OF PROJECT:

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

CONTRACTOR LICENSE

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

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

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

PCT

BIDDER'S COMPANY NAME

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

Work requires the following licenses from the New Mexico:

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

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

BIDDER QUALIFICATION:

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

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

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

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

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

Below is the pertinent information from the NM statutes:

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

PCT

BIDDER'S COMPANY NAME

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

BID EVALUATION:

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

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

PREPARATION OF BIDS:

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

BID FORM:

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

PCT

BIDDER'S COMPANY NAME

SUBMISSION OF BIDS:

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

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

UNBALANCED BIDS:

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

ADDENDA:

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

SUBSTITUTIONS:

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

BID SECURITY:

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

ADDITIONAL PLANS AND SPECIFICATIONS:

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

LOCATION:

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

CITY OF LAS VEGAS

IFB-7

INFORMATION FOR BIDDERS

SENIOR CENTER SERVICE ACCESS

PARKING LOT RECONSTRUCTION

PCT

BIDDER'S COMPANY NAME

CONTRACT EXECUTION:

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

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

BASIS OF AWARD:

The Basis of Award will be the Base Bid.

LABOR AND MATERIAL AND PERFORMANCE BOND:

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

CONSTRUCTION SCHEDULE:

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

PREFERENCES:

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

ROYALTIES AND PATENTS:

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

LABOR:

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

PCT

BIDDER'S COMPANY NAME

WAGE RATES:

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

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

AIR POLLUTION CONTROL:

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

PERMITTING:

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

EQUAL EMPLOYMENT OPPORTUNITIES:

The Contractor and his subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges or employment of any matter directly or indirectly related to employment, because of his race, gender, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract (Laws 1949, Ch. 161, S.5. New Mexico Statutes, relating to Equal Employment Opportunities on Government contracts).

CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, and as modified by the City of Las Vegas, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds one hundred dollars (\$100.00) over the two year period.

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

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

PCT

BIDDER'S COMPANY NAME

BID PROPOSAL

BIDDER INFORMATION

BIDDER: PACHECO CONSTRUCTION & TRUCKING

AUTHORIZED AGENT: _____

ADDRESS: 3638 ROUTE 66 TURUMCANI NM 88401

TELEPHONE NUMBER: (575) 461-4911

FAX NUMBER: (575) 461-3625

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

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

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

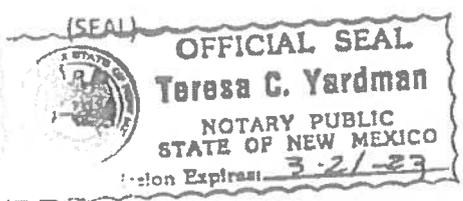
STATE OF New Mexico

COUNTY OF San Miguel

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

Signature [Handwritten Signature]

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



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

CITY OF LAS
SENIOR CENTER SERVICE ACCESS
PARKING LOT RECONSTRUCTION

BP-1

BID PROPOSAL

PCT

BIDDER'S COMPANY NAME

BID PROPOSAL

Senior Center Service Access Parking Lot Reconstruction

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

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

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

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

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

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

PCT

BIDDER'S COMPANY NAME

BID FORM

2019-2020

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

BASE BID:

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

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

PCT

BIDDER'S COMPANY NAME

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

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

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

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

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

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

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

Addendum No.	_____	Date
Addendum No.	N/A	Date
Addendum No.	_____	Date

Dated: _____, 2019

SIGNATURE OF BIDDER:

(SEAL) if Bid is by a Corporation

By: Joshua Pacheco
(Print Name)

Title: Corp. President

Company: Pacheco Construction & Trucking Inc.

CITY OF LAS VEGAS
SENIOR CENTER SERVICE ACCESS
PARKING LOT RECONSTRUCTION

PCT

BIDDER'S COMPANY NAME

PO Box 1405, Tucumanari NM 88401
ADDRESS:

If Corporation Federal Tax ID No. 85-0459644

or

Sole Proprietorship or Partnership Social Security No.

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

CITY OF LAS VEGAS

SENIOR CENTER SERVICE ACCESS

PARKING LOT RECONSTRUCTION

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal. "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

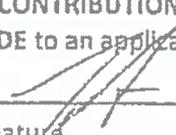
Signature

Date

Title (position)

-OR-

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



Signature

Date

Corp. President

Title (Position)

NOTICE TO CONTRACTORS AND SUBCONTRACTORS

PUBLIC WORKS CONTRACTS--REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

CERTIFICATION OF BIDDER

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

BIDDER'S NAME

Pacheco Construction & Trucking

ADDRESS

3638 Route 66 Tucuman, NM 88401

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS

REGISTRATION NO. 062447820120511 Expiration date

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

Subcontractor Listing with Registration Information

Subcontractor Name	Registration Number	Expiration Date
N/A		

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

Joshua Pacheco

Corp. President

Name and Title of Signer (Please Type)

Signature

Date 9/11/19

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

SUBCONTRACTORS FAIR PRACTICES ACT

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

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

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

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

PAYMENTS TO SUBCONTRACTORS

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

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

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

NON-COLLUSION AFFIDAVIT

STATE OF NM

COUNTY OF San Miguel SS:

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

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

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

That all statement of fact in such proposal are true;

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

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

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

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

SUBSCRIBED and sworn to before me this 11th day of Sept, 20 19.

By [Signature]

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the "Principal," as Principal, and the _____ of _____ hereinafter called the "Surety," as Surety, are held and firmly bound unto the City of Las Vegas, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$ 4880²⁵), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Senior Center Service Access Parking Lot Reconstruction

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

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

WITNESS

PRINCIPAL

TITLE

WITNESS

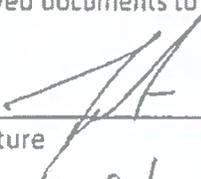
SURETY

TITLE

CONTRACT DOCUMENTS, AND SPECIFICATIONS CERTIFICATION

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

Signature



Date

9/11/19

CONTRACT

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

_____, a,

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

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

_____ dollars

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

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

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

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

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

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

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

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

Attest:

OWNER:

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

By: _____

City of Las Vegas, NM

Title

Date

Attest:

CONTRACTOR:

Secretary

By:

Title: _____

(Corporate Seal)

New Mexico State Contractor's
License No.

CORPORATE ACKNOWLEDGMENT

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

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

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

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

My Commission Expires:

Notary Public

PERFORMANCE BOND

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

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

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

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

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

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 2019.

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

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

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

RESIDENT AGENT'S AFFIDAVIT

(To be filled in by Agent countersigning bond)

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

_____ being first duly sworn deposes and says he is the duly appointed agent for _____ and is licensed in the State of New Mexico.

Deponent further states that certain bonds given to indemnify City of Las Vegas in connection with the Senior Center Service Access Parking Lot Reconstruction Contract dated this _____ day of _____, 2019 executed by _____ Contractor, as principal and _____ as Surety, and countersigned by this deponent as licensed agent in this state, were made, issued, and delivered in full compliance with Section 60-417 of New Mexico Statutes 1941, Annotated; and deponent further states that said bonds were written, signed, and delivered by him, and the premium on the same has been or will be collected by him, and that the full commission thereon has been or will be retained by him, except as provided in said statute.

Agent

Subscribed and sworn to before me, a notary public, in and for the County of _____, this _____ day of _____, 2019.

My Commission Expires:

Notary Public

Resident Agent's Address:

SPECIAL CONDITIONS

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

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

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

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

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

7. COMMUNICATIONS.

- A. All notices, demands, requests, instructions, approvals, and proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Las Vegas), or if deposited in the United States mail in a sealed, or postage-prepaid envelope in each case addressed to such office.
- C. All papers required to be delivered to the City of Las Vegas shall, unless otherwise specified in writing to the Contractor, be delivered to 1700 North Grand Avenue, Las Vegas, NM 87701, and any notice to or demand upon the Contracting Agency shall be sufficiently given if so delivered, or if mailed in the United States mail in a sealed, postage pre-paid envelope to the City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701, or to other representatives of the City of Las Vegas or to such other address as the Contracting Agency may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course, as the case may be.

8. WEATHER CONDITIONS. The Contractor will, and will cause his subcontractor, to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials, shall be removed and replaced at the expense of the Contractor. Until the work is accepted by the City of Las Vegas the Contractor shall be responsible for protecting completed work, work in progress, equipment, materials and property from storm water, erosion, sediment, and related elements. Damage resulting from storm water, erosion, sediment, and related elements shall be the Contractor's sole responsibility to replace, repair, or otherwise rectify.

9. GROSS RECEIPT SURETY. The Contractor's attention is called to the requirements of a gross receipts surety bond as may be required by the State of New Mexico Bureau of Revenue. It shall be the Contractor's responsibility to ascertain if he is required to purchase a bond or not and as such will be wholly responsible for all costs so incurred and without cost to the City of Las Vegas.

10. SANITARY CONVENIENCES. Necessary sanitary conveniences for the use of the Contractor's employees on the project, properly screened from public observation, shall be constructed and maintained in sanitary condition by the Contractor and their use shall be strictly enforced.

11. ACCIDENT PREVENTION. The Contractor shall comply at all times during the life of this contract and will require its subcontractors, if any, to comply with the accident prevention provision hereinafter set forth. Additional and more specific requirements may be made in the

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

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

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

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

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

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

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

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

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

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

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

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

WATER RATES

The City of Las Vegas, New Mexico Code of Ordinances, Chapter 440: Water Service and Operations, Section 440-6 Water rates, deposits and service charges, as amended, is hereby incorporated by reference.

STANDARD SPECIFICATIONS

City of Las Vegas Senior Center Access Parking Lot Reconstruction

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

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

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

**SUPPLEMENTAL GENERAL PROVISIONS
TABLE OF CONTENTS**

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

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

1. **101.2 ABBREVIATIONS**

Add the following:

NMDOT New Mexico Department of Transportation

COLV The City of Las Vegas

2. **101.4 DEFINITIONS AND TERMS**

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

The City Council of Las Vegas, NM

CHANGE ORDER. Delete the second sentence.

CONTRACT. Add the following: Also called Purchase Order

CONTRACT BOND. Add the following:

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

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

DEPARTMENT. Delete the paragraph and substitute the following:

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS. Add the following:

Also called Special Conditions.

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

SUBGRADE. Add the following:

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

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

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

SUPPLEMENTAL SPECIFICATIONS. Add the following:

Also called Supplemental Technical Specifications.

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

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

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102.8 PREPARATION OF BID.

Item 3

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

Delete Item 5 in its entirety.

Item 9

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

SECTION 103 (NMDOT) AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 104 SCOPE OF WORK

1. 104.2 SIGNIFICANT CHANGE IN THE CHARACTER OF WORK

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

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

**SECTION 105
CONTROL OF WORK**

1. GENERAL

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

2. 105.19 NOTICE OF POTENTIAL CLAIM

Delete the entire Section and substitute the following:

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

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

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

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

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

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

3. **105.20 ADMINISTRATIVE REMEDY**

The following procedure is established for the resolution of claims:

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

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

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

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

4. **105.20.1 DISTRICT LEVEL**

This section not used.

5. **105.20.2 SECRETARY LEVEL**

This section is not used

6. **102.20.3 ARBITRATION**

This section is not used

7. **105.20.4 LITIGATION**

This section is not used.

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

Add new Section:

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

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

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

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

**SECTION 106
CONTROL OF MATERIALS**

1. 106.3 SAMPLES, TESTS, CITED SPECIFICATIONS

Add the following paragraph before the last paragraph:

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

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

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

2. 106.10 EQUIPMENT GUARANTEES AND WARRANTIES

Add the following paragraphs:

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

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

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. 107.2 PERMITS, LICENSES, AND TAXES

Add the following:

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

2. 107.17 USE OF EXPLOSIVES

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

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

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

Delete the entire section and substitute the following paragraph:

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

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

4. 107.25 INSURANCE REQUIREMENTS

Add the following after the first paragraph:

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

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

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

SECTION 108 PROSECUTION AND PROGRESS

1. GENERAL

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

2. 108.3 SCHEDULE

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

3. 108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME

Insert before first paragraph:

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

4. 108.7 FAILURE TO COMPLETE ON TIME

Delete the last paragraph in its entirety.

5. 108.8 LIQUIDATED DAMAGES

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

Liquidated damages shall be as specified in the contract.

SECTION 109 MEASUREMENTS AND PAYMENT

1. 109.8 PROGRESS PAYMENTS

Replace the first paragraph with the following:

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

2. Add the following Section:

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

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

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

TECHNICAL SPECIFICATIONS

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

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

DRAWING INDEX

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

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/04/19 DEPT: POLICE MEETING DATE: 10/16/19

ITEM/TOPIC: Approval/Disapproval to accept funding from the Bulletproof Vest Partnership through the Department of Justice.

ACTION REQUESTED OF COUNCIL: *Approval/disapproval to apply for funds.*

BACKGROUND/RATIONALE: The Las Vegas City Police Department respectfully requests permission to accept funding in the amount of \$1,566.72 in order to purchase bullet proof vests for our police officers.

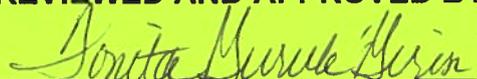
STAFF RECOMMENDATION: Requesting approval to accept funding through the Department of Justice.

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

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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



Beatrice Salazar <bea.salazar@lasvegasnm.gov>

Bulletproof Vest Partnership 2019 Award Announcement

1 message

BVP Email Account <ojp@public.govdelivery.com>
Reply-To: ojp@public.govdelivery.com
To: bea.salazar@lasvegasnm.gov

Tue, Sep 24, 2019 at 8:51 AM

Dear BVP applicant,

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

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

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

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

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

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

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

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

Thank you

BVP Program Support Team

Bureau of Justice Assistance

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

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

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/30/19 DEPT: Transportation MEETING DATE: 10/16/19

ITEM/TOPIC: Ordinance No.19-04 Passenger Behavior for the City of Las Vegas Meadow City Express.

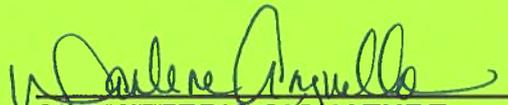
ACTION REQUESTED OF COUNCIL: *Conduct a Public Hearing and Approve or Disapprove the adoption of Ordinance No.19-04.*

BACKGROUND/RATIONALE: As per NMDOT and FTA Regulations for Transit Systems, an Ordinance Governing Passenger Behavior must be adopted.

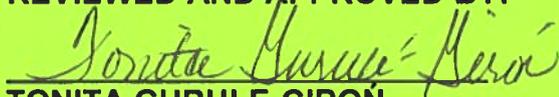
STAFF RECOMMENDATION:

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

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

**CITY OF LAS VEGAS
ORDINANCE NO. 19-04**

**AN ORDINANCE REGULATING THE PUBLIC USE OF THE CITY OF LAS VEGAS MEADOW
CITY EXPRESS TRANSIT SYSTEM PASSENGER CODE OF CONDUCT ON TRANSIT VEHICLES
AND PROPERTY.**

ARTICLE 1. ADOPTION AND PURPOSE.

ARTICLE 2. GENERAL.

ARTICLE 3. ADMINISTRATOR.

ARTICLE 4. DEFINITIONS.

ARTICLE 5. MUNICIPAL TRANSIT CODE OF CONDUCT.

ARTICLE 6. PENALTIES.

ARTICLE 7. APPEAL.

ARTICLE 8. ENFORCEMENT.

ARTICLE 1. ADOPTION AND PURPOSE.

- (a) The City of Las Vegas Meadow City Express has determined that the orderly operation of the Meadow City Express Transit System to include transit vehicles and facilities for the safety, comfort, and well-being of its passengers, employees, and the general public requires the adoption of rules and regulations, titled and promulgated here as "Municipal Transit Code of Conduct".
- (b) These rules and regulations are in addition to and supplement all applicable laws, ordinances, and regulations.

ARTICLE 2. GENERAL.

- (a) Use of Municipal Transit is a privilege and not a right. As a result, these regulations restrict and prohibit certain conduct to ensure all passengers are afforded the same benefits of the transit system. Failure to comply with this code of conduct provides Municipal Transit with the option of revoking a person of the privilege to use this transit.
- (b) Any requirement or provision of these regulations to any prohibited act shall respectively extend to and include the causing, procuring, aiding or abetting, directly or indirectly, of such act; or the permitting or the allowing of any minor in the custody of any person, doing any act prohibited by a provision hereof.

- (c) Any act otherwise prohibited by these regulations shall be lawful if performed under, by virtue of, and strictly in compliance with the provisions of an agreement, permit, or license approved by Municipal Transit.

ARTICLE 3. ADMINISTRATOR.

The Administrator of the Municipal Transit Code of Conduct shall be the Transit Manager of the Meadow City Express Transit System or their designee.

ARTICLE 4. DEFINITIONS.

Bus - is any motor vehicle designed for carrying more than ten persons including the driver, and used or maintained for the transportation of passengers.

Bus Stop - is a designated area marked by a sign for the loading and unloading of passengers from or onto a bus, which may or may not include a bench or shelter.

Facility, Transit Facility, or Passenger Facility - includes, but is not limited to, transit centers, bus shelters, and bus stops on public or private property.

Pedestrian - is any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle.

Transit Vehicle - shall mean buses or any other form of public conveyance utilized, owned, or controlled by the City of Las Vegas Meadow City Express.

Fares - the money a passenger on public transportation has to pay.

Service Animal - any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Child Safety Seat - seats designed specifically to protect children from injury or death during collisions. Automobile manufacturers may integrate child safety seats directly into their vehicles design. Most commonly, these seats are purchased and installed by consumers.

- *Infant seats* - rear-facing seats designed just for infants, and usually, your baby will outgrow an infant seat at around eight or nine months of age.
- *Convertible seats* - transform from a rear-facing seat to a forward-facing seat as soon as your child reaches the correct size.
- *Combination seats* - change from a forward-facing seat into a booster seat once your child is big enough.

- *Booster seat* - prop your child up to the correct height needed to use an adult seat belt. Options include a backless design and a high-back design, which provides head and neck support.
- *All-In-One seats* - transition from a rear-facing seat to a forward-facing seat before finally changing into a booster seat once your child is ready.

No Shows and Late Cancelations - A no-show occurs anytime the passenger is not available to board a vehicle within three (3) minutes after the vehicle arrives for a scheduled pick-up. The no-show definition includes rides that were not properly canceled. Late cancelations occur anytime a passenger does not cancel at least one (1) hour prior to their scheduled pick-up

ARTICLE 5. MUNICIPAL TRANSIT CODE OF CONDUCT.

- (a) Prohibited Conduct Onboard Transit Vehicles. The following outlines conduct prohibited onboard transit vehicles:
- (1) No person shall consume any food or beverage, except that passengers may consume non-alcoholic beverages while aboard a transit vehicle if the non-alcoholic beverages are contained in a spill-proof or screw-top container or bottle.
 - (2) No person shall consume any alcoholic beverages or possess or engage in use of any illegal drugs.
 - (3) No person shall smoke in any form.
 - (4) No person shall operate any radio, or other such device that is audible to any other person.
 - (5) No person shall expectorate, spit, urinate, defecate, or create an unsanitary condition through presence of blood, urine, feces, vomit, or other bodily fluids.
 - (6) No person shall discard litter.
 - (7) No person shall write, paint, or draw anything on or deface any transit vehicle.
 - (8) No person shall injure, deface, alter, change, displace, remove, or destroy any sign, notice, signal, or advertisement in a transit vehicle.

- (9) No person shall injure, destroy, loosen, remove, or tamper with any device in a transit vehicle.
- (10) No person shall extend his/her head, hand, arm, foot, leg, or other portion of the body through any window.
- (11) No person shall interfere in any manner whatsoever with the safe operation of any transit vehicle, including physically blocking or impeding a transit vehicle.
- (12) No person shall block an aisle, stairway, or seat with any object, including strollers.
- (13) No person shall enter non-public areas which are for transit personnel only.
- (14) No person shall sleep in a transit vehicle or bus where the sleeping interferes with the enjoyment of a transit vehicle or bus by other persons or compromises or interferes with the operator or operation of the transit vehicle.
- (15) No person shall throw or project any object inside of a transit vehicle.
- (16) No person shall possess explosives, flammable, caustic, or other harmful material in a transit vehicle.
- (17) No person shall possess a weapon in a transit vehicle unless allowed under State and Federal Law. Weapons which are not possessed pursuant to a concealed carry permit or other State or Federal law must be unloaded and carried in an enclosed case, box or other container which completely conceals the item from view and identification as a weapon. This provision does not apply to law enforcement.
- (18) No person shall possess an open alcoholic beverage container, irrespective of whether the container is spill-proof or screw-top.
- (19) No person shall undertake unruly behavior, which includes being loud on a transit vehicle which reasonably interferes with the enjoyment of a transit vehicle by other persons.
- (20) No person shall use a cell phone or electronic device in a manner which is unreasonably loud which then affects the transit vehicle operator or which

reasonably interferes with the use and enjoyment of the transit vehicle by other persons.

(21) No person shall have unwelcome physical or verbal contact with passengers.

(22) No person shall hang or swing off bars or stanchions.

(23) No person shall ride any bike, skateboard, scooter, or roller-skate, in line-skate, or undertake a same or similar activity in a transit vehicle.

(24) No person shall activate without justification, mutilate, deface or misuse in any manner, any safety device or intercom located onboard a transit vehicle.

(25) No person shall attach oneself to the exterior of a transit vehicle.

(26) No person shall bring odors, whether from one's person, clothes, articles, or any other source, which unreasonably interferes with the use and enjoyment of a transit vehicle by other persons.

(27) No person shall reasonably interfere with the use and enjoyment of a transit vehicle by other persons.

(28) No person age eleven (11) years old and under shall be permitted to ride unaccompanied by a person at least age eighteen (18) years or older.
*Exception: The child may ride with a person that is under the age of eighteen (18) years old if they are the parent. The parent must bring proof of parentage.

(b) Prohibited Actions on or about a Transit Facility. The following outlines conduct prohibited on or about a transit facility.

(1) No person shall drink alcoholic beverages or possess an open alcoholic container on or in a transit facility.

(2) No person shall smoke in any form on or in a transit facility.

(3) No person shall enter non-public areas which are for transit personnel only to enter.

(4) No person shall injure, deface, loosen, remove, or tamper with a transit facility.

- (5) No person shall injure, deface, alter, change, displace, remove, or destroy any sign, notice, signal, or advertisement on a transit facility.
- (6) No person shall interfere with any lamp, electric light, or electric fixture on or at a transit facility.
- (7) No person shall write, paint, or draw anything on or deface any transit facility.
- (8) No person shall interfere with, encumber, obstruct, or render dangerous any transit facility.
- (9) No person shall throw or project any object at a transit vehicle, bus, person, or thing on or in a transit facility.
- (10) No person shall throw or project any object from a transit vehicle or transit facility.
- (11) No person shall possess explosives, flammable, caustic, or other harmful material in a transit facility.
- (12) No person shall possess a weapon in a transit facility unless allowed under State and Federal law. Weapons which are not possessed pursuant to a concealed carry permit or other State or Federal law must be unloaded and carried in an enclosed case, box or other container which completely conceals the item from view and identification as a weapon. This provision does not apply to law enforcement.
- (13) No person shall urinate, defecate, or create an unsanitary condition through presence of blood, urine, feces, vomit, or other bodily fluids in a transit facility.
- (14) No person shall undertake unruly behavior, which includes being loud in a transit facility which reasonably interferes with the use and enjoyment of a transit facility by other persons.
- (15) No person shall post, distribute, or display commercial signs, advertisements, circulars, handbills, or written material of a commercial nature on or within the transit facility, nor shall any person engage in any verbal solicitations of a commercial nature on or within a transit facility.
- (16) No person shall climb atop of a transit facility.

(17) No person shall camp or store property in a transit facility.

(18) No person shall sleep in a transit facility such that the sleeping interferes with the enjoyment of a transit vehicle or bus by the persons or compromises or interferes with the operator or operation of the transit vehicle.

(19) No person shall bring odors, whether from one's person, clothes, articles, or any other source, which unreasonably interferes with the enjoyment and use of a transit facility by other persons.

(20) No person shall reasonably interfere with the use and enjoyment of a transit facility by other persons.

(c) Fares.

Passengers shall be permitted upon transit vehicles upon payment of fares. Transit personnel may confiscate any and all passes which are being used in violation of this provision. Concerning payment of fares, it is unlawful for a person:

(1) To ride a transit vehicle without paying the appropriate fare.

(2) To present an invalid pass or transfer.

(3) To purchase or use an unused ticket or pass provided by a person who is not an authorized MCE transit employee.

(4) To misrepresent oneself as eligible for special or reduced fare or transfer.

(5) To fail to surrender a pass if demanded by authorized MCE Transit personnel to check the validity of the pass or ticket.

(6) To fail to surrender an expired or unauthorized pass upon request by transit personnel, including any pass which is in violation of this section.

(d) Animals.

No person shall bring, carry onto, or convey upon the transit facility, a dog, or other animal, unless it is completely enclosed in a carry case, which can be accommodated in the lap of a passenger with no danger or annoyance to other passengers. This rule shall not apply to a "service" or "assistance" animal. A "service" or "assistance" animal is trained to assist persons with disabilities. Such animals shall be properly

harnessed when possible. Service or assistance animals must be under the control of the person at all times. Municipal transit personnel reserve the right to inquire about the status of such animals. *(See Meadow City Express Service Animal Policy)*

(e) Commercial Activity Prohibited.

No person shall exhibit, sell, or offer for sale, hire, lease, or let out in or about the transit facility or a transit vehicle any object or service, except concessions under contract with Municipal Transit.

(f) No Smoking at any Transit Facility.

Consistent with the City of Las Vegas Second-Hand Smoke Control Code, no person shall smoke any materials, whether tobacco or any other product with any device, cigarette, cigar, pipe, or any other apparatus or utilize any smoking device, cigar, pipe, or other apparatus within ten feet of any transit facility.

(g) Child Safety Seats/Restraint Requirements

Meadow City Express along with NMDOT follow the New Mexico child car seat laws, therefore, when riding any Meadow City Express vehicle, the passenger must provide the proper car seat for children meeting the criteria for a child safety seat/car seat. Meadow City Express drivers are responsible for knowing which laws apply and reserve the right to refuse service to anyone that does not have the proper child restraints when boarding the buses. *(See Meadow City Express Child Safety Seat Policy)*

(h) No Shows and Late Cancellations

Passengers are required to cancel no later than one (1) hour prior to their scheduled pick-up. Each no-show and late cancellation is documented and the passenger is responsible for paying the no-show fare or late cancellation fare before riding the bus again. *(See Meadow City Express No-Show and Late Cancellation Policy)*

ARTICLE 6. PENALTIES.

(a) Denial of Service.

Violators of the code of conduct may be subject to immediate denial of service to all transit vehicles and all transit facilities.

Immediate denial of service may be effected by a City of Las Vegas officer, authorized Meadow City Express personnel including drivers, or authorized personnel of a contract service provider.

(b) Suspension of Privileges.

Violators of the code of conduct may be subject to suspension of privilege to enter or use transit vehicles and /or transit facilities. Suspension of privileges to enter or use Meadow City Express vehicles or facilities may be affected by Las Vegas City police officer, or authorized transit employees, who shall issue a written notice stating the cause and duration of the suspension and the process for requesting an appeal .

Length of the suspension will be at the discretion of the issuer of the suspension and may consider the nature of the present violation, prior instances of violations, and any other facts which the individual issuing the suspension deems pertinent.

Suspension shall be in effect upon receipt of the notice and shall remain in effect during any review process. Failure to comply with suspension or privilege to enter or use transit vehicles and facilities shall be ground for criminal trespass prosecution.

(c) Criminal Conduct.

Criminal conduct, including but not limited to, assault, disorderly conduct, and illegal drugs use, are prohibited on all transit vehicles and transit facilities. The City of Las Vegas Police Department will be contacted if such conduct is observed by Meadow City Express personnel.

ARTICLE 7. APPEAL.

(a) Within ten days after receiving a notice of suspension of privileges to enter or use Meadow City Express transit facilities, a person receiving such notice may deliver to the Manager of Meadow City Express a written request for review of the suspension and an opportunity to present reasons for reconsideration of the suspension. An appeal filed after ten days have passed from the issuance of the suspension will not be accepted and heard unless the Transit Manager along with the City Manager's approval finds the appellant has shown good cause existed for the late filed appeal.

(b) Within ten days after receiving a request for review, the Manager of Meadow City Express shall set a telephonic or in-person hearing to review the decision. The hearing shall be held within ten days following the request for a hearing. The Transit Manager shall decide to affirm or reverse the suspension within ten days following the hearing and make a recommendation to the City Manager. The City Manager's decision will be final. The City Manager will then review the recommendation of the Transit Manager and will either concur and approve the decision of the Transit Manager or request a final appeal hearing and make a final decision on the matter.

ARTICLE 8. ENFORCEMENT.

- (a) The Las Vegas Police Department may assist in enforcing this ordinance.
- (b) The Manager of Meadow City Express has the authority to issue suspensions and to deny service to individuals who violate these regulations.

PASSED, APPROVED, AND ADOPTED THIS DAY _____ OF _____, 2019.

Tonita Gurule-Giron, Mayor

Ann Marie Gallegos, Interim City Manager

Attest:

Approved as to legal sufficiency only:

City Clerk

Esther Garduno-Montoya, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/30/19 DEPT: Transportation MEETING DATE: 10/16/19

ITEM/TOPIC: Resolution No.19-45 Passenger Child Restraint Policy for the City of Las Vegas Meadow City Express.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No. 19-45.*

BACKGROUND/RATIONALE: A policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing Passenger Child Restraint Requirements to maintain effective, safe and efficient transit services for the community.

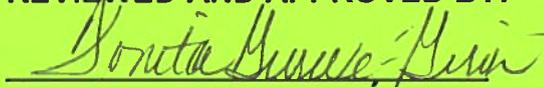
STAFF RECOMMENDATION:

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

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

**City of Las Vegas Meadow City Express
Resolution No. 19-45**

**A RESOLUTION ESTABLISHING AND ADOPTING A CITY OF LAS VEGAS
MEADOW CITY EXPRESS PASSENGER CHILD RESTRAINT REQUIREMENT
POLICY**

WHEREAS, the City of Las Vegas Meadow City Express is committed to providing safe, responsible and timely origin-to-destination transit services to the passengers of the Meadow City; and

WHEREAS, the passengers of Meadow City Express are expected to abide by the administrative process set forth by Meadow City Express and in accordance with the Department of Transportation (DOT) Americans with Disabilities Act (ADA) Rules and Regulations and New Mexico State Laws to maintain effective and efficient transit services for the community; and

NOW, THEREFORE BE IT RESOLVED THAT the Governing Body of the City of Las Vegas hereby approves the City of Las Vegas Meadow City Express Child Restraint Requirement Policy and directs distribution to all passengers; and

IT IS FURTHER RESOLVED THAT this Child Restraint Requirement Policy shall be effective _____.

PASSED, APPROVED AND ADOPTED by the City of Las Vegas Governing Body this _____ day of _____, 2019.

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

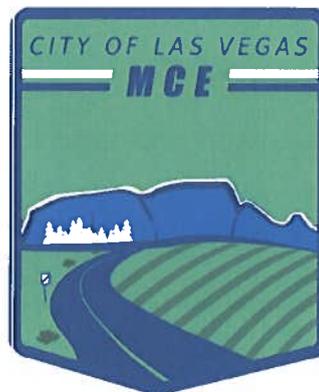
APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno-Montoya, City Attorney

CITY OF LAS VEGAS



MEADOW CITY EXPRESS



RESOLUTION NO. 19-45

PASSENGER CHILD RESTRAINT POLICY

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 - II. PURPOSE**
 - III. APPLICABILITY**
 - IV. DEFINITIONS**
 - V. NEW MEXICO LAW REQUIREMENTS**
 - VI. MEADOW CITY EXPRESS PROCEDURES FOR VIOLATIONS**
-

I. INTRODUCTION

Meadow City Express' mission is to provide safe and responsible transit services to passengers while complying with Federal Rules and Regulations and New Mexico State Laws for transit service. The law in New Mexico states that all occupants must be properly restrained in all seating positions, therefore, car seats are required in all Meadow City Express vehicles. Utilizing an age appropriate car seat/safety seat is not only the law but it also ensures that children are safer when they are in an age-appropriate seat.

II. PURPOSE

It is the policy of Meadow City Express to enforce proper car seat/safety seat use for children that meet the criteria in order to abide by state law and also to ensure the safety of all passengers. The policy is necessary in order to keep our Meadow City Express drivers in compliance with all laws applicable and to help raise awareness and stress the importance of restraining children properly in any vehicle.

III. APPLICABILITY

This policy applies to all transit system passengers with children that meet the criteria for car seat/safety seat use.

IV. DEFINITIONS

Child safety seat is another name for car seat. There are several different types of car seats. Each type of seat has specific age, height, and weight restrictions, and must be installed in a particular way.

- *Infant seats* - rear facing car seat that children are required to ride in until they turn one (1) year of age and weigh at least twenty (20) pounds. Rear facing car seats can only be placed in the front seat if the vehicle has no back seat and the passenger-side airbag is deactivated.
- *Convertible seats* - any size-appropriate car seat or booster seat that must be utilized until a child's seventh birthday, no matter their size. Every child, regardless of age, must use a car seat until they weigh at least sixty (60) pounds.
- *Booster seats* - backless seats that are utilized once a child exceeds the car seat ages, he or she must continue to use a booster seat until an adult seat belt fits properly.
- *Seat belt* - a safety strap or harness designed to hold a person securely in a seat, as in a motor vehicle or aircraft. Also called a safety belt.

V. NEW MEXICO LAW REQUIREMENTS

The requirements for car seats in New Mexico mostly relate to the size or age a child must be before he or she can begin using certain types of safety restraints in a vehicle. Parents should always refer to the recommended booster seat weight from car seat manufacturers, but it is also important to know what the laws say about each type of car seat. The most important regulations to know when choosing a car seat are as follows:

- Children are required to ride in a rear facing car seat until they turn one year of age and weigh at least twenty (20) pounds.
- Rear-facing car seats can only be placed in the front seat if the vehicle has no back seat and the passenger-side airbag is deactivated.
- All children must ride in a size-appropriate car seat or booster seat until their 7th birthday, no matter their size.
- Once a child exceeds the car seat ages, he or she must continue to use a booster seat until an adult seat belt fits properly.

VI. MEADOW CITY EXPRESS PROCEDURES FOR VIOLATIONS

Meadow City Express follows New Mexico Law Requirements. All drivers who transport are responsible for knowing which laws to follow. It is the duty of the driver to know if a car seat is required for a child passenger and if the car seat is appropriate. The driver will have full authority to deny service to any passenger not abiding by this requirement for this ride and will be subject to pay the fee accordingly for that ride. This shall not affect the next ride if the passenger is compliant. Should the passenger continue to violate the requirements, they will continue to be denied service and will be subject to the suspension process and all fees applicable. The passenger will receive a verbal warning for the first violation, a written warning for the second violation and the third violation will be subject to suspension of services. If it gets to the point of suspension, the passenger will have the right to an appeal hearing. The passenger will receive a letter from the Meadow City Express Manager outlining the violations and process for an appeal hearing.

PASSED, APPROVED, AND ADOPTED THIS DAY _____ OF _____, 2019.

Tonita Gurule-Giron, Mayor

Ann Marie Gallegos, Interim City Manager

Attest:

City Clerk

Approved as to legal sufficiency only:

Esther Garduno-Montoya, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/30/19 DEPT: Transportation MEETING DATE: 10/16/19

ITEM/TOPIC: Resolution No.19-46 Passenger No-Show and Late Cancelation Policy for the City of Las Vegas Meadow City Express.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No. 19-46.*

BACKGROUND/RATIONALE: A policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing No-Show and Late Cancelation Requirements to maintain effective and efficient transit services for the community.

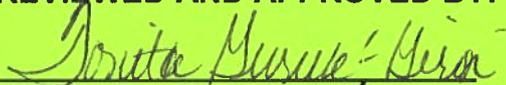
STAFF RECOMMENDATION:

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,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

**City of Las Vegas Meadow City Express
Resolution No. 19-46**

**A RESOLUTION ESTABLISHING AND ADOPTING A CITY OF LAS VEGAS
MEADOW CITY EXPRESS PASSENGER NO-SHOW AND LATE CANCELTION
POLICY**

WHEREAS, the City of Las Vegas Meadow City Express is committed to providing safe, responsible and timely origin-to-destination transit services to the passengers of the Meadow City; and

WHEREAS, the passengers of Meadow City Express are expected to abide by the administrative process set forth by Meadow City Express and in accordance with the Department of Transportation (DOT) Americans with Disabilities Act (ADA) rules and regulations to maintain effective and efficient transit services for the community; and

NOW, THEREFORE BE IT RESOLVED THAT the Governing Body of the City of Las Vegas hereby approves the City of Las Vegas Meadow City Express No-Show and Late Cancellation Policy and directs distribution to all passengers; and

IT IS FURTHER RESOLVED THAT this No-Show and Late Cancellation Policy shall be effective _____.

PASSED, APPROVED AND ADOPTED by the City of Las Vegas Governing Body this _____ day of _____, 2019.

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

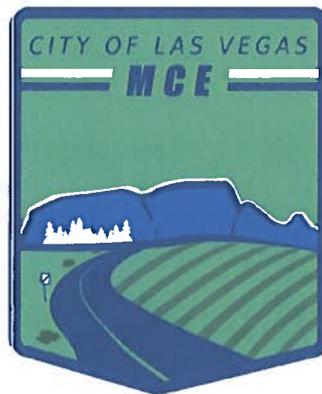
APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno-Montoya, City Attorney

CITY OF LAS VEGAS



MEADOW CITY EXPRESS



RESOLUTION NO. 19-46

NO SHOW AND LATE CANCELATION POLICY

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 - II. PURPOSE**
 - III. APPLICABILITY**
 - IV. DEFINITIONS**
 - V. SCHEDULING**
 - VI. NO-SHOWS AND LATE CANCELLATIONS**
 - VII. PASSENGER SUSPENSION PROCESS**
-

I. INTRODUCTION

Meadow City Express' mission is to provide Origin-to-Destination transit services to passengers while complying with Federal Rules and Regulations for transit service. To encourage responsible trip scheduling and use, the ADA (Americans with Disabilities Act) allows public transit systems to establish and enforce a No-Show Policy. The No-Show Policies and Procedures for Meadow City Express (MCE) were developed in accordance with 49 CFR Section 37.125 of the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations.

II. PURPOSE

It is the policy of Meadow City Express to record each customer's Permanent Scheduled No-Shows and apply appropriate sanctions when customers establish a pattern or practice of excessive No-Shows. The policy is necessary in order to recognize the negative impact No-Shows have on the service provided to other passengers.

III. APPLICABILITY

This policy applies to all transit system passengers that are on a permanent and non-permanent schedule.

IV. DEFINITIONS

A No-Show occurs anytime the rider is not available to board a vehicle within three (3) minutes after the vehicle arrives for a scheduled pick-up. The No-Show definition includes rides that were not properly cancelled. Each No-Show is documented and the passenger is responsible to pay the No-Show fare before riding the Meadow City Express bus again. Late cancellations occur anytime a rider does not cancel at least one (1) hour prior to their scheduled pick-up.

V. SCHEDULING

Meadow City Express is a Demand Response Transit System that requires scheduling twenty-four (24) hours in advance for permanent schedules and non-permanent schedules. Scheduling up to a week in advance is acceptable and may be done every Wednesday after 2:00 p.m. Once a passenger has been placed on a permanent schedule as per their request, the passenger will not be required to continue to call for that set schedule unless they are cancelling the pick-up or there is a route change that day. Non-Permanent scheduling will be required to call for pick-ups according to the twenty-four (24) hour in advance notice.

VI. NO-SHOWS AND LATE CANCELLATIONS

Any cancellations must be done at least one (1) hour prior to pick-up but no less than one (1) hour. Late cancellations will be counted as "no-shows" due to the same operational impact as a no-show. If cancellations are done accordingly, there will be no fee. If the passenger does not show or cancel within the required time frame, they will be charged a fee. If the passenger holds

a pass, they will receive one (1) punch for each no show/late cancellation. If the passenger does not have a pass, they will be required to pay the regular fee of \$0.75 for each no show/late cancellation.

Trips that are cancelled late or no-shows due to circumstances beyond the passenger's control would not be grounds for sanctions.

VII. PASSENGER SUSPENSION PROCESS

If the Permanent Schedule Passenger has had three (3) No-Shows or three (3) Late Cancellations they will no longer be scheduled as a Permanent Scheduled Passenger and their services will be suspended. Before service is suspended, the Dispatcher will call and notify the passenger that they are going to be removed from the permanent schedule and the passenger will be notified in writing outlining the reasons for removal and the total amount owed. Meadow City Express must provide the passenger an opportunity to appeal the decision. The letter will contain an Administrative Hearing Request Form for the passenger to complete and get it back to the Meadow City Express office within **ten (10) days**. The passenger may call the office at any time within **the ten (10) days** to set up the hearing if they are having trouble getting the form back within the time frame allotted.

The passenger may continue to ride as a non-permanent if they pay the amount owed in full and abide by the rules of a non-permanent passenger which requires scheduling twenty-four (24) hours in advance for every ride and/or until their hearing has taken place and a determination has been made accordingly.

PASSED, APPROVED, AND ADOPTED THIS DAY _____ OF _____, 2019.

Tonita Gurule-Giron, Mayor

Ann Marie Gallegos, Interim City Manager

Attest:

City Clerk

Approved as to legal sufficiency only:

Esther Garduno-Montoya, City Attorney

a pass, they will receive one (1) punch for each no show/late cancellation. If the passenger does not have a pass, they will be required to pay the regular fee of \$0.75 for each no show/late cancellation.

Trips that are cancelled late or no-shows due to circumstances beyond the passenger's control would not be grounds for sanctions.

VII. PASSENGER SUSPENSION PROCESS

If the Permanent Schedule Passenger has had three (3) No-Shows or three (3) Late Cancellations they will no longer be scheduled as a Permanent Scheduled Passenger and their services will be suspended. Before service is suspended, the Dispatcher will call and notify the passenger that they are going to be removed from the permanent schedule and the passenger will be notified in writing outlining the reasons for removal and the total amount owed. Meadow City Express must provide the passenger an opportunity to appeal the decision. The letter will contain an Administrative Hearing Request Form for the passenger to complete and get it back to the Meadow City Express office within ten (10) days. The passenger may call the office at any time within the ten (10) days to set up the hearing if they are having trouble getting the form back within the time frame allotted.

The passenger may continue to ride as a non-permanent if they pay the amount owed in full and abide by the rules of a non-permanent passenger which requires scheduling twenty-four (24) hours in advance for every ride and/or until their hearing has taken place and a determination has been made accordingly.

PASSED, APPROVED, AND ADOPTED THIS DAY _____ OF _____, 2019.

Tonita Gurule-Giron, Mayor

Ann Marie Gallegos, Interim City Manager

Attest:

City Clerk

Approved as to legal sufficiency only:

Esther Garduno-Montoya, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/30/19 DEPT: Transportation MEETING DATE: 10/16/19

ITEM/TOPIC: Resolution No.19-47 Service Animal Policy for the City of Las Vegas Meadow City Express.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No. 19-47.*

BACKGROUND/RATIONALE: A policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing Service Animal Requirements to maintain effective, safe and efficient transit services for the community.

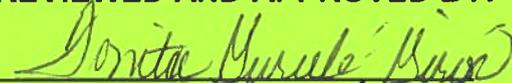
STAFF RECOMMENDATION:

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

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

**City of Las Vegas Meadow City Express
Resolution No. 19-47**

**A RESOLUTION ESTABLISHING AND ADOPTING A CITY OF LAS VEGAS
MEADOW CITY EXPRESS SERVICE ANIMAL POLICY**

WHEREAS, the City of Las Vegas Meadow City Express is committed to providing safe, responsible and timely origin-to-destination transit services to the passengers of the Meadow City; and

WHEREAS, the passengers of Meadow City Express are expected to abide by the administrative process set forth by Meadow City Express and in accordance with the Department of Transportation (DOT) Americans with Disabilities Act (ADA) Rules and Regulations to maintain effective and efficient transit services for the community; and

NOW, THEREFORE BE IT RESOLVED THAT the Governing Body of the City of Las Vegas hereby approves the City of Las Vegas Meadow City Express Service Animal Policy and directs distribution to all passengers; and

IT IS FURTHER RESOLVED THAT this Service Animal Policy shall be effective

_____.

PASSED, APPROVED AND ADOPTED by the City of Las Vegas Governing Body this _____ day of _____, 2019.

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

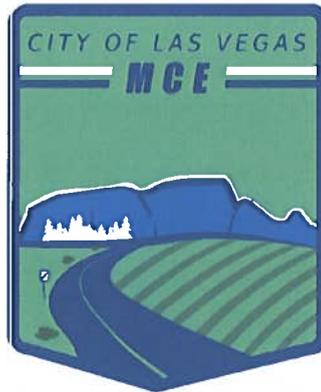
APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno-Montoya, City Attorney

CITY OF LAS VEGAS



MEADOW CITY EXPRESS



RESOLUTION NO. 19-47

SERVICE ANIMAL POLICY

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 - V. AMERICANS WITH DISABILITIES ACT (ADA) SERVICE ANIMALS REQUIREMENTS**
 - VI. COMFORT ANIMAL REQUIREMENTS**
 - VII. SERVICE ANIMAL PROOF REQUIREMENTS**
 - VIII. PETS ON TRANSIT VEHICLES AND FACILITIES**
-

I. INTRODUCTION

Meadow City Express' mission is to provide safe and responsible transit services to passengers while complying with the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations under 49 CFR Section 37.3 "service animal". Department of Transportation (DOT) Americans with Disabilities Act (ADA) 49 CFR Section 37.167(d) requires transit entities to permit service animals to accompany individuals with disabilities in vehicles and facilities.

II. PURPOSE

It is the policy of Meadow City Express to abide by the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations in regards to service animals but also to help distinguish between a service animal, comfort or emotional support animal and a general pet as there are different rules and regulations for them that will need to be enforced. The policy is necessary in order to maintain control on the buses with animals and keep our passengers and drivers safe.

III. APPLICABILITY

This policy applies to all transit system passengers with service animals and pets that will accompany them on the bus.

IV. DEFINITIONS

- *Service animal* - an animal individually trained to work or perform tasks for an individual with a disability.
- *Comfort animal* - provide emotional or comfort, companionship, relieve loneliness, help with depression, anxiety and certain phobias but do not have special training to perform tasks that assist people with disabilities.
- *Pet* - a domestic or tamed animal kept for companionship or pleasure rather than utility.

V. AMERICANS WITH DISABILITIES ACT (ADA) SERVICE ANIMALS REQUIREMENTS

Under Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations at 49 CFR Section 37.3, "service animal" is defined as "any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, fetching dropped items, or performing special tasks." Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulation 49 CFR Section 37.167(d) requires transit entities to permit service animals to accompany individuals with disabilities in vehicles and facilities.

In accordance with Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations, Meadow City Express may not limit the number of service animals that may accompany a single individual. As long as an animal meets the definition of a service animal and is kept under the control of the rider and shall be properly harnessed whenever possible, a transportation provider may not refuse to carry the animal(s). It is possible that an individual might have more than one service animal that are trained to provide different tasks.

VI. COMFORT ANIMAL REQUIREMENTS

If an animal's only function is to provide emotional support or comfort for the rider, that animal would not fall under the regulatory training-based definition of a service animal. Simply providing comfort is something that animal does passively, by its nature or through the perception of the owner; therefore, under the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations at 49 CFR Section 37.167(d), Meadow City Express is only required to allow service animals to accompany individuals with disabilities in vehicles and facilities.

VII. SERVICE ANIMAL PROOF REQUIREMENTS

Meadow City Express in accordance with Department of Transportation (DOT) Americans Disability Act (ADA) are required to permit service animals to accompany individuals with disabilities in vehicles and facilities; a transit provider may ask if an animal is a service animal or ask what tasks the animal has been trained to perform, but cannot require special ID cards for the animal or ask about the person's disability. A service animal may not be excluded unless the animal is out of control and the animal's owner does not take effective action to control it or the animal poses a direct threat to the health and safety of others.

VIII. PETS ON TRANSIT VEHICLES AND FACILITIES

No person shall bring, carry onto, or convey upon the transit facility, a dog, or other animal, unless it is completely enclosed in a carry case, which can be accommodated in the lap of a passenger with no danger or annoyance to other passengers; This does include comfort and/or emotional support animals. This rule shall not apply to a "service" or "assistance" animal.

PASSED, APPROVED, AND ADOPTED THIS DAY _____ OF _____, 2019.

Tonita Gurule-Giron, Mayor

Ann Marie Gallegos, Interim City Manager

Attest:

City Clerk

Approved as to legal sufficiency only:

Esther Garduno-Montoya, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/03/19

DEPT: Public Works

MEETING DATE: 10/16/19

ITEM/TOPIC: Resolution 19-53 assuring availability of funds for Project Control # LP40002 (National/Bridge Street) administered by NMDOT in the amount of \$1,619,562.00, State share being \$1,536,683.90 which is 95%, City of Las Vegas share being \$80,878.10 which is 5% of total cost.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution 19-53*

BACKGROUND/RATIONALE: as per New Mexico Department of Transportation (NMDOT) submittal criteria it is required that a Resolution of support from our Local Governing Body accompany Grant Agreement. In complying with this criteria staff is requesting that this Resolution be approved for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements, and miscellaneous construction, from National Ave. from 12thSt. down Bridge St., around the Plaza Park, to include Camino De Las Escuelas, South Gonzales St., South Pacific St., to end at Moreno St., also Hot Springs Blvd., and North Gonzales St. to end at Valencia St.

STAFF RECOMMENDATION: Approval of Resolution 19-53

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**

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



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

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

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

CITY OF LAS VEGAS
Resolution # 19-53

A Resolution Supporting the New Mexico Department of Transportation Call for Projects Grant
Administered by the New Mexico Department of Transportation

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation will entered into an agreement for a local road project.

WHEREAS; the total project cost being One Million Six Hundred Seventeen Thousand Five Hundred Sixty Two Dollars, (\$1,617,562.00) to be administered by the NMDOT,

WHEREAS, the NMDOT share amount being 95% or \$1,536,683.90, and the City of Las Vegas proportional matching share being 5% or \$80,878.10.

WHEREAS, the City of Las Vegas will work in accordance with the funding requirement of the Agreement, and will budget \$80,878.10 which is 5% of total cost of project being \$1,617,562.00.

WHEREAS; the City of Las Vegas shall pay all cost that exceed the total amount of \$1,617,562.00.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas Local Governing Body that the Agreement for Project Control Number LP40002 funding be submitted to the New Mexico Department of Transportation, for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction for from National Ave. from 12thSt. down Bridge St., around the Plaza Park, to include Camino De Las Escuelas, South Gonzales St., South Pacific St., to end at Moreno St., also Hot Springs Blvd., and North Gonzales St. to end at Valencia Street.

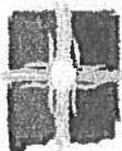
PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF OCTOBER 2019.

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez
City Clerk

Tonita Gurule-Giron
Mayor

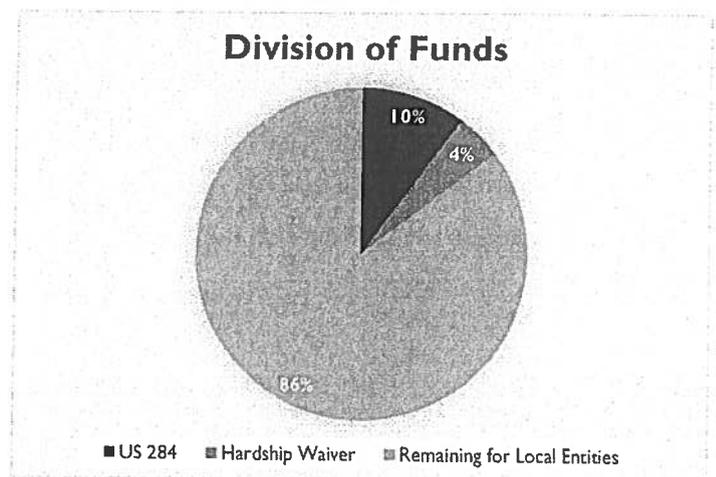


New Mexico DEPARTMENT OF
TRANSPORTATION

LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND

LGTPF DIVISION OF FUNDS

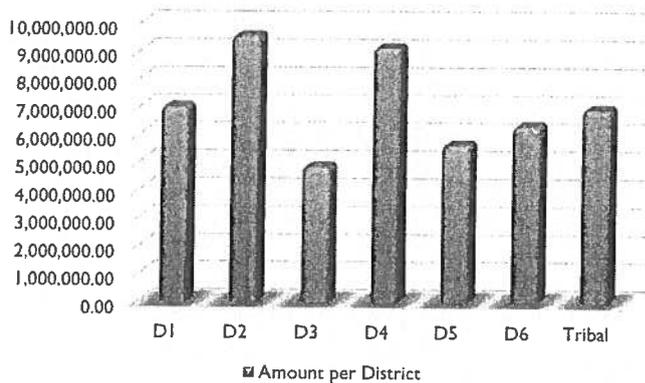
- \$50 million awarded for 2019
 - \$5 million awarded to US 82
 - \$2.25 million dedicated for Hardship Waiver
 - \$42.75 million to distribute to Local Entities



2019 DATA

- 166 applications received for 2019
- 57 projects selected to award funding
- Total of \$42.4 million awarded to districts
- \$6.9 million awarded to Tribal entities

Amount per District



4	City of Las Vegas	National Avenue and Bridge Street	1,536,683.90	80,878.10	1,617,562.00
	City of Santa Rosa	Riverside Drive Project	788,887.60	41,520.40	830,408.00
	City of Tucuman	2nd Street	475,000.00	25,000.00	500,000.00
	Colfax County	Gardner Bridge	503,500.00	26,500.00	530,000.00
	Quay County	Historic Route 66 Bridge #1625	3,081,465.00	162,182.37	3,243,647.37
	San Miguel County	Gonzales Ranch Road Improvement Project	565,625.00	29,769.74	595,394.74
	Village of Angel Fire	Phase III of Camino Grande Improvements	893,000.00	47,000.00	940,000.00
	Village of Eagle Nest	Fishermans Lane Improvements	1,140,000.00	60,000.00	1,200,000.00
	Village of San Jon	Safety Project	118,750.00	6,250.00	125,000.00
	4 Total Tribal		9,102,911.50	479,100.61	9,582,012.11

STATE OF NEW MEXICO
CITY OF LAS VEGAS
Resolution #19-48

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM (CALL FOR PROJECTS)
AND REQUEST FOR MATCH WAIVER ADMINISTRED BY NEW MEXICO DEPARTMENT OF
TRANSPORTATION**

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) have entered into an Agreement;

WHEREAS; the total project cost is \$1,617,562.00;

WHEREAS; the share amount from NMDOT shall be 95% or \$1,536,683.90;

WHEREAS; the City of Las Vegas' proportional matching share shall be 5% or \$80,878.10 if a "Hardship" for "Match Waiver" is not deemed to be present by the Department of Finance and Administration and the NMDOT;

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 appropriated by the New Mexico State Legislature for Public Entities" in need of "Hardship";

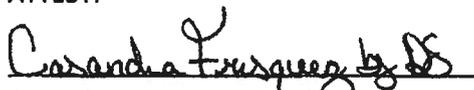
WHEREAS; the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$80,878.10 to acquire funds;

WHEREAS; the project for this Call for projects program is to be adopted and has a priority standing for the proportional match waiver toward completion of the project.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into this Agreement with the New Mexico Department of Transportation's FY19 Local Government Road Fund (LGRF) Project, for the plan, design, construction, and construction management for National Street /Bridge Street within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 18 DAY OF September 2019.

ATTEST:


Casandra Fresquez, City Clerk

CITY OF LAS VEGAS


TONITA GURULE-GIRON
MAYOR

Contract No. _____
Vendor No. 0000054343
Control No. LP40002

**LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND
GRANT 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 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Transportation Project Funds (LGTPF) to the Public Entity for the following project scope **National Avenue and Bridge Street - Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction** (Project or CN LP40002). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is One Million Six Hundred Seventeen Thousand Five Hundred Sixty Two Dollars and No Cents (**\$1,617,562.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **\$1,536,683.90**
National Avenue and Bridge Street - Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction

2. The Public Entity's required proportional matching Share shall be 5% **\$80,878.10**
For purpose stated above

3. Total Project Cost **\$1,617,562.00**

b. The Public Entity is responsible for all costs that exceed Project funding.

c. All allocated funds must be spent by **June 30, 2022**.

d. The Public Entity represents that no federal funds will be used to finance the Project.

e. The Public Entity must repay Project funding to the Department if:

1. The Project is cancelled or partially performed.
2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. 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. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Local Government Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

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 the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2022**. 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. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

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. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

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 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 for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature 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 (5) 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 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: Cynthia A. Chert
Assistant General Counsel

Date: 10-2-19

City of Las Vegas

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP40002

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP40002**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Las Vegas

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B
RESOLUTION
City of Las Vegas

PARTICIPATION IN LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Las Vegas** and the New Mexico Department of Transportation have entered into a grant agreement under the Local Government Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$1,617,562 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,536,683.90

and

- b. **City of Las Vegas**'s proportional matching share shall be 5% or \$80,878.10

TOTAL PROJECT COST IS \$1,617,562.00

The **City of Las Vegas** shall pay all costs, which exceed the total amount of \$1,617,562.00.

Now therefore, be it resolved in official session that **City of Las Vegas** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2022 and the **City of Las Vegas** incorporates 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 Cooperative Agreement for Project Control Number **LP40002** with the New Mexico Department of Transportation for the LGTPF Program for year 2019 for National Avenue and Bridge Street - Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction within the control of the **City of Las Vegas** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE