



# 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  
WORK SESSION CITY COUNCIL AGENDA  
September 11, 2019–Wednesday– 5:30 p.m.  
City Council Chambers  
1700 N. Grand Ave**

*(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)*

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **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.

*Danny Gurule, Interim Public Works Director* As per NMDOT submittal criteria for Call for Projects, it is required that a Resolution of support from our Local Governing Body be attached to Match Waiver request, for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to National Ave. from 12<sup>th</sup> St. down Bridge St., around Plaza Park to include Camino de Las Escuelas, South Gonzales St., South Pacific St. to end at Moreno St., and Hot Springs Blvd., North Gonzales St., to end at Valencia St.

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.

*Danny Gurule, Interim Public Works Director* As part of the Cooperative Agreement submittal criteria for New Mexico Department

of Transportation, it is required that a Resolution of support from our Local Governing Body assuring the support for a time extension on the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Keen St. from Grant St. to West National and West National St. from Keen St. to South Pacific Ave.

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

*Danny Gurule, Interim Public Works Director* As per City regulations it is required a Resolution of Support from our Local Governing Body to Award Molzen Corbin Engineering services for the Topographic Survey, Geotechnical Investigation, Plan, design, construction, 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.

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

*Wanda Salazar, Senior Center Manager* The Department of Finance Administration, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an Infrastructure Capital Improvement Plan (ICIP). The ICIP is a five (5) year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

## **VIII. 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.**

**IX. ADJOURN**

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

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

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

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:8/21/19**

**DEPT:PUBLIC WORKS**

**MEETING DATE: 9/11/19**

**DISCUSSION ITEM/TOPIC: *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.***

**BACKGROUND/RATIONALE: as per NMDOT submittal criteria for Call for Projects, it is required that a Resolution of support from our Local Governing Body be attached to Match Waiver request, for the plan , design, construction, construction management , reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to National Ave. from 12<sup>th</sup> St. down Bridge St. , around Plaza Park , to include Camino de Las Escuelas, South Gonzales St., South Pacific St. to end at Moreno St., and Hot Springs Blvd., North Gonzales St. to end at Valencia St.**

**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)**

**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 \_\_\_\_\_ DAY OF September 2019.

ATTEST:

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

CITY OF LAS VEGAS

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

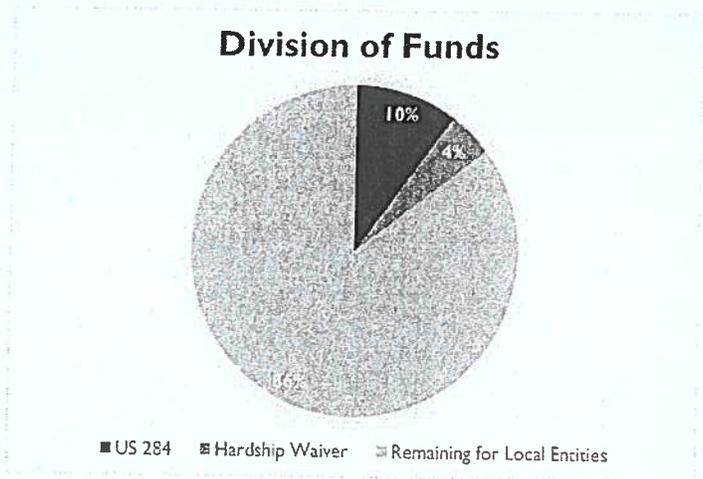


*New Mexico* DEPARTMENT OF  
TRANSPORTATION

## LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND

## LGTPF DIVISION OF FUNDS

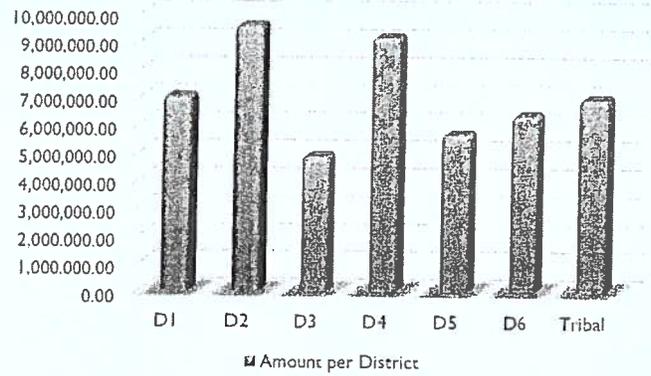
- ▣ \$50 million awarded for 2019
  - ▣ \$5 million awarded to US 82
  - ▣ \$2.25 million dedicated for Hardship Waiver
  - ▣ \$42.75 million to distribute to Local Entities



## 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





Secretary Sandoval Recommendation

Cabinet Secret 1		Values		Project Amount		
District	Entity	Teminal	State Amount	Entity Amount	Project Amount	
1	City of Deming	Industrial Park Business Loop Reconstruction (Priority 1)	2,465,714.55	129,774.45	2,595,489.00	
	City of Sunland Park	Memorial Pines Roadway & Drainage Improvements	454,575.00	23,825.00	478,500.00	
	Dona Ana County	USA Drive Connectivity Project - Roadway Enhancements	574,750.00	30,250.00	605,000.00	
	Grant County	North Hurley roads and drainage project	1,476,159.40	77,692.60	1,553,852.00	
	Town of Mesilla	Calle del Norte Multi-Use Path Phase II	801,800.00	42,200.00	844,000.00	
	Village of Columbus	NM 11 Culvert Crossing, located in the intersection of NM11/Alhura Avenue	418,000.00	22,000.00	440,000.00	
	Village of Santa Clara	Maple Street Bridge Rehabilitation	794,200.00	41,800.00	836,000.00	
	<b>1 Total Tribal</b>		<b>6,985,198.95</b>	<b>367,642.05</b>	<b>7,352,841.00</b>	
	2	City of Carlsbad	Cherry Lane Improvements	950,000.00	50,000.00	1,000,000.00
		City of Jal	NM 128 Relief Route	3,800,000.00	200,000.00	4,000,000.00
City of Lovington		Various City Streets	149,227.90	7,854.10	157,082.00	
City of Roswell		West Jackson Avenue	507,860.25	26,734.75	534,595.00	
Curry County		[70/285]/Country Club Road Traffic Signal Replacement	712,500.00	37,500.00	750,000.00	
Lincoln County		Curry Road 7, from US 70 to 50 east of railroad tracks	1,385,100.00	72,900.00	1,458,000.00	
Village of Ruidoso		Fort Stanton Road	1,791,225.00	94,275.00	1,885,500.00	
		US HWY 70 / NM 48 Intersection Roundabout Project	237,500.00	12,500.00	250,000.00	
<b>2 Total Tribal</b>			<b>9,533,513.15</b>	<b>501,763.85</b>	<b>10,035,277.00</b>	
3		City of Rio Communities	Golf Course Lane	245,054.40	12,897.60	257,952.00
	City of Rio Rancho	Southern Blvd reconstruction	760,000.00	40,000.00	800,000.00	
	Rio Metro Regional Transit District	Unser Blvd Phase 1 18 Right of Way Acquisition	1,662,500.00	87,500.00	1,750,000.00	
	Town of Bernalillo	Rail Runner Station Parking Lot Preservation	510,150.00	26,850.00	537,000.00	
	Town of Peralta	Highway 44 Rehabilitation	688,750.00	36,250.00	725,000.00	
	Valencia County	La Ladera Improvements Phase II	441,750.00	23,250.00	465,000.00	
	Village of Tijeras	Van Campo Blvd	285,000.00	15,000.00	300,000.00	
		Gonzales Ross	95,000.00	5,000.00	100,000.00	
		Torres Trail	142,500.00	7,500.00	150,000.00	
	<b>3 Total Tribal</b>		<b>4,830,704.40</b>	<b>254,247.60</b>	<b>5,084,952.00</b>	
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 Tucumanari	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	Hixson 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	
	<b>4 Total Tribal</b>		<b>9,302,811.50</b>	<b>479,108.61</b>	<b>9,781,920.11</b>	
5	City of Bloomfield	East Blanco Bridge Project Phase II, City of Bloomfield (C/M F100300)	40,150.00	4,750.00	45,000.00	
	City of Farmington	San Juan Resurfaced Restocking Project	546,250.00	28,750.00	575,000.00	
	City of Santa Fe	Goodhue/Santa Fe River Bridge Deck Rehabilitation	712,500.00	37,500.00	750,000.00	
	Los Alamos County	NM 5927 Trinity Drive, 1000 Bridge Deck Rehabilitation	237,500.00	12,500.00	250,000.00	
	San Juan County	County Road 5500 Bridge Replacement Project	2,375,000.00	125,000.00	2,500,000.00	
	Taos County	San Valley Road/Loop Road Slope Stabilization, Damage and Erosion Mitigation, Paving, and Safety Project	150,043.70	10,007.30	160,051.00	
		West Ln Road Project	669,512.50	35,237.50	704,750.00	
		Turnning Road Improvement Project	261,725.00	13,775.00	275,500.00	
		Edgewood Rd 7	199,500.00	5,157.89	204,657.89	
		Valley Roads	159,500.00	10,500.00	170,000.00	
<b>5 Total Tribal</b>		<b>5,685,811.20</b>	<b>296,622.89</b>	<b>5,982,434.09</b>		
6	Chisla County	County Road 18b	902,500.00	47,500.00	950,000.00	
	City of Gallup	East Niboni Blvd Reconstruction Project Preliminary Engineering	332,500.00	17,500.00	350,000.00	
	City of Grants	Washington Bridge Replacement	1,425,000.00	75,000.00	1,500,000.00	
	McKinley County	Manuelito Canyon Bridge and Road	2,850,000.00	150,000.00	3,000,000.00	
	Village of Milan	Haystack Phase II	170,248.11	6,328.85	176,576.96	
	Village of Reserve	Peirce Avenue Repairing Improvements	401,447.45	21,128.55	422,576.00	
	Village of San Ysidro	San Ysidro Walkway Project	277,530.15	14,606.85	292,137.00	
	<b>6 Total Tribal</b>		<b>6,309,220.71</b>	<b>332,064.25</b>	<b>6,641,284.96</b>	
	7	DC: Mescalero Apache Tribe	White Mountain Drive	2,253,611.85	118,611.15	2,372,223.00
		DC: Pueblo of Santa Ana	Eagle Estero Road	746,031.20	39,264.80	785,296.00
DC: Pueblo of Zia		Jemez River Bridge (M133) Replacement Design	351,254.90	18,487.10	369,742.00	
DC: Navajo Nation - Bahaaali Chapter		Bahaaali Transfer Station Access Road Improvement Project	281,437.50	14,812.50	296,250.00	
DC: Navajo Nation - Bahast'ah Chapter		Roadway Safety Audit	142,500.00	7,500.00	150,000.00	
DC: Navajo Nation - Mexican Springs Chapter		Navajo Route 30 and U.S. Highway 491 Safety Audit	19,000.00	1,000.00	20,000.00	
DC: Navajo Nation - Tohatchi Community Chapter		Road Safety Audit	17,250.00	3,750.00	21,000.00	
DC: Pueblo of Acoma		SP 130 Veterans Boulevard roadway project	1,136,911.55	59,837.45	1,196,749.00	
DC: Pueblo of Jemez		NM 4 Traffic Calming Project	1,900,000.00	1,106.75	1,901,106.75	
DC: Pueblo of Laguna		Interstate 40 Concrete Box Underpass	6,923,025.25	7,287,395.00	13,810,420.25	
<b>7 Total Tribal</b>		<b>14,816,111.15</b>	<b>7,287,395.00</b>	<b>22,103,506.15</b>		
<b>Grand Total</b>		<b>49,320,405.16</b>	<b>2,595,810.80</b>	<b>51,916,215.96</b>		

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 Tuccumcari	2nd Street	475,000.00	25,000.00	500,000.00
	Colfax County	Gardner Bridge	503,500.00	26,500.00	530,000.00
	Quey 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
	<b>4 Total Tribal</b>		<b>9,102,911.50</b>	<b>479,100.61</b>	<b>9,582,012.11</b>

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 08/21/19**

**DEPT: Public Works**

**MEETING DATE: 09/11/19**

**DISCUSSION ITEM/TOPIC: *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.***

**BACKGROUND/RATIONALE: as part of the Cooperative Agreement submittal criteria for New Mexico Department of Transportation , it is required that a Resolution of support from our Local Governing Body assuring the support for a time extension on the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Keen St. from Grant St. to West National and West National St. from Keen St. to South Pacific Ave.**

**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**

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

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

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

**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

Contract No. DIS952  
 Vendor No. 54343  
 Project No. SP-4-19(957)  
 Control No. L400397

**LOCAL GOVERNMENT ROAD FUND  
 COOPERATIVE AGREEMENT**

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets**, as described in Project No. **SP-4-19(957)**, Control No. **L400397**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

a. The estimated total cost for the Project is **Two Hundred Fifty Three Thousand, Nine Hundred Eighty Dollars (\$ 253,980.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%	<b>\$ 190,485.00</b>
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**Plan design, construction management, construction, reconstruction,  
 pavement rehab, drainage improvements and miscellaneous construction to  
 various city streets.**

2. The Public Entity's required proportional matching Share shall be 25%	<b>\$ 63,495.00</b>
For purpose stated above	

3. Total Project Cost	<b>\$ 253,980.00</b>
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b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Fifty Three Thousand, Nine Hundred Eighty Dollars (\$ 253,980.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

### 3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

### 4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  - 1. Utility Certification,
  - 2. Drainage and storm drain design,
  - 3. Geotechnical design,
  - 4. Pavement design,
  - 5. Environmental and archaeological clearances Certification,
  - 6. Right-of-way acquisition Certification,
  - 7. Hazardous substance/waste site(s) contamination,
  - 8. Railroad Certification,
  - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

**6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

**8. Third Party Beneficiary.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

## **12. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

## **13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

## **14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

## **15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

## **16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

## **17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

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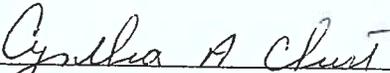
In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By:   
Cabinet Secretary or Designee

Date: 7/17/18

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:   
Assistant General Counsel

Date: 7-13-18

**City of Las Vegas**

By: 

Date: 06-28-2018

Title: Mayor

Attest:   
City Clerk

CITY OF LAS VEGAS, NM  
RESOLUTION NO. 18-25

EXHIBIT-C

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement( COOP) SP-4-19-(957) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction for Keen Street from Grant Street to West National Avenue.

**WHEREAS**, the cost of the program stated in this resolution is Two Hundred Fifty Three Thousand Nine Hundred Eighty Dollars, (\$253,980.00); and

**WHEREAS**, the City of Las Vegas' Governing Body has declared improvements are needed to Keen Street and West National Avenue a necessity for the good and well being of citizens of Las Vegas, New Mexico and to support this Cooperative Agreement for funding to accomplish the work; and

**WHEREAS**, the City of Las Vegas will work in accordance with the funding requirements of the Municipal Cooperative Agreement (COOP) program SP-4-19-(957) and will budget \$63,495.00 which is 25% of total cost of project of \$253,980.00.

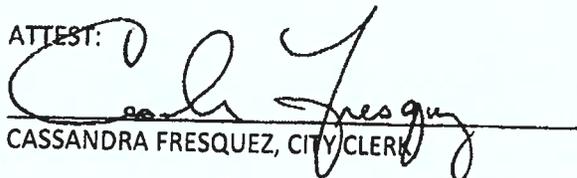
**NOW, THEREFORE, BE IT RESOLVED** by the local governing body of the City of Las Vegas that the Cooperative Agreement for the above funding be submitted to the New Mexico Department of Transportation.

**PASSED, APPROVED, AND ADOPTED** this 20 day of June, 2018.

CITY OF LAS VEGAS

  
TONITA GURULE-GIRON  
MAYOR

ATTEST:

  
CASSANDRA FRESQUEZ, CITY CLERK

**2018-2019 COOP**

**Phase I Construction Keen Street (Grant to W. National), West National (Keen to Romero)**

Item No.	NMDOT Spec No.	Description	Unit	Estim. Quantity	Unit Price	Amount
1	207000	12 inch Subgrade prep	SY	2325	\$ 3.00	\$ 6,975.00
2	408100	Prime Coat Material	TON	3	\$ 450.00	\$ 1,350.00
3	415000	Pavement Surface Restoration Including Pulverization	SY	2325	\$ 3.25	\$ 7,556.25
4	423282	HMA SP-III 3 inch	SY	2325	\$ 20.00	\$ 46,500.00
5	570000	Curb and Gutter	LF	1725	\$ 23.00	\$ 39,675.00
6	601000	Removal of Structures and Obstructions	LS	1	\$ 1,500.00	\$ 1,500.00
7	603281	SWPPP Prep and Maintenance	LS	1	\$ 1,000.00	\$ 1,000.00
8	617000	Video Taping	LS	1	\$ 750.00	\$ 750.00
9	618000	Traffic Control Management	LS	1	\$ 12,500.00	\$ 12,500.00
10	621000	Mobilization, Demobilization, Closeout	LS	1	\$ 15,000.00	\$ 15,000.00
11	623000	Drop Inlet including storm sewer pipe	EA	3	\$ 7,500.00	\$ 22,500.00
12	701000	Panel Signs	SF	48	\$ 30.00	\$ 1,440.00
13	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	96	\$ 12.00	\$ 1,152.00
14	704763	Retroreflectorized Pavement Marking 12" Wide	LF	52	\$ 6.00	\$ 312.00
15	801000	Construction Staking by the Contractor	LS	1	\$ 2,500.00	\$ 2,500.00
16	802000	Post Construction Plans	LS	1	\$ 1,500.00	\$ 1,500.00
17		Utility Adjustment/Relocation	ALLOW	1	\$ 2,500.00	\$ 2,500.00
18		Laboratory Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
		10% contingency				\$ 16,971.03
		Subtotal				\$ 186,681.28
		NMGRT (8.3958%)				\$ 15,673.39
		<b>Total Construction Cost</b>				<b>\$ 202,354.66</b>

**Engineering Services Segment 1**

1		Bid and Award				\$ 6,000.00
2		Construction Phase Services				\$ 16,000.00
3		Construction Observation				\$ 20,000.00
		10% contingency				\$ 4,200.00
		Subtotal				\$ 46,200.00
		NMGRT (7.5%)				\$ 3,465.00
		<b>Total Engineering Services Cost</b>				<b>\$ 49,665.00</b>

**ESTIMATED TOTAL PROJECT COST** **\$ 252,100.00**

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 09/03/19**

**DEPT: Public Works**

**MEETING DATE: 09/11/19**

**DISCUSSION ITEM/TOPIC: *Resolution 19-51, Recommendation to award Engineering Services to Molzen Corbin for Salazar/Romero Street.***

**BACKGROUND/RATIONALE: As per City regulations it is required a Resolution of Support from our Local Governing Body to Award Molzen Corbin Engineering services 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.**

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



**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**



**TONITA GURULÉ-GIRON  
MAYOR**



**ANN MARIE GALLEGOS  
INTERIM CITY MANAGER**

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

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

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

**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) in which Engineering cost is included from start to finish.

**WHEREAS;** Molzen Corbin Engineering entered an Agreement with the City of Las Vegas for Professional Services, Contract No. 3294-17.

**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



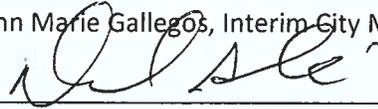
# City of Las Vegas

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: August 30, 2019

RE: Engineering Recommendation, Romero/ Salazar Street Reconstruction Project # D18030

I would like to recommend the use of Molzen/Corbin for Topographic Survey, Geotechnical Investigation, Plan, Design, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction on Romero & Salazar Street. They will submit 100% plans, prepare final construction documents and advertise this project.

Molzen/Corbin has been a very reliable Engineering firm for the Public Works Department. They provided a cost estimate at no cost to the City for this Legislative Grant. There also will be no matching funds needed for Project # D18030.

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND MOLZEN CORBIN**

THIS AGREEMENT is made and entered into this 14 day of June, 2017 by and between the City of Las Vegas, hereinafter referred to as the "City", and Molzen Corbin hereinafter referred to as the "Contractor." The City of Las Vegas is a municipal corporation, in the State of New Mexico, as represented by the City Council. The Council's authorized representative to sign this Agreement is Richard Trujillo, City Manager.

**1. SCOPE OF SERVICES:**

The professional consulting services offeror shall perform engineering consulting services on an as needed basis, as hereafter stated, which includes customary and incidental services pertaining to their field of expertise, to include any/or all of the below listed incidental, planning, or special services:

- A. Engineering Services include the basic engineering and project management services normally required for project development; including civil engineering, environmental engineering, structural engineering, mechanical engineering, and electrical engineering. Basic engineering services are conducted in four distinct and sequential phases:

**PRELIMINARY PHASE** – This phase involves those activities required for defining the scope of a project by establishing preliminary project requirements, without limitation, as follows:

1. Identification of a project manager who will serve as a contact person to the City of Las Vegas, New Mexico.
2. Conferring with the City of Las Vegas on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters; meeting with the NMDOT, FHWA, and other associated agencies and/or parties on matters affecting a project.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and engineering studies required for preliminary design considerations.

4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Assisting the sponsor in the preparation of necessary and required documents for state and federal grants, including Disadvantaged Business Enterprise (DBE) plans and goals, and exhibits, as required.

**DESIGN PHASE** - This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, as follows:

1. Meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collecting engineering data and undertaking field investigations; geotechnical engineering and surveys; engineering and environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and if requested.
5. Printing and providing necessary copies of engineering drawings and contract specifications.

**BIDDING AND NEGOTIATION PHASE** - This phase involves providing sets of plans and specifications for the phase, and all bid documents; acting for the City of Las Vegas in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.

**CONSTRUCTION PHASE** - This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:

1. Providing consultation and advice to the City of Las Vegas during all phases of construction.
2. Represent the City of Las Vegas at preconstruction conferences.
3. On-site construction inspection and management involving the services of a resident engineer, inspector, or manager, periodically during the construction

or installation phase of a project, and providing appropriate reports to the City of Las Vegas, as directly requested.

4. Reviewing and approving shop drawings submitted by contractors for compliance with design specifications.
5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
6. Preparing and negotiating change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining payment amounts to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
9. Conduct wage rate interviews in accordance with federal standards.
10. Making final inspections and submitting a report of the completed project to the Owner and/or Sponsor.

**B. Special Services.** These services are performed by the Engineer (or through subconsultants) from time to time at the request of sponsor and may include, without limitation, as follows:

1. Soils investigation, including core sampling, laboratory testing, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. On-site construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services.)
7. Environmental studies and assessment reports for specific development projects.
8. Expert witness testimony in litigation involving specific projects, and/or attend planning & zoning meetings, and City Council meetings, as requested.

9. **Project feasibility studies.**
10. **Public information activities, studies, and surveys.**
11. **Preparation of as-built plans.**
12. **Assisting the sponsor in the preparation of necessary applications for local, state, and federal grants.**
13. **Review of grading & drainage plans for compliance to City Ordinance, and conduct final inspection on municipal and private grading and drainage projects, as-built, for compliance to ordinance and plan submittal.**
14. **Preparation of property maps.**
15. **Preparation of Quality Control Plan.**
16. **Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.**
17. **Conduct and prepare draft ordinance revisions as requested.**

**C. Planning Services.** This category involves studies under the broad heading of community development and master planning and includes, without limitation, as follows:

1. **Study designs to establish the framework for a detailed work program.**
2. **Roadway data collection and facility inventories.**
3. **Roadway activity forecasts and demand/capacity.**
4. **Facility requirements determination.**
5. **Drainage reviews for compatibility to City Ordinances, and overall community development.**
6. **Environmental assessment studies / reports, noise compatibility plans, and other environmental related studies.**
7. **Compatible land-use planning.**
8. **Community development project schedules and cost estimates.**
9. **Infrastructure financing planning.**
10. **Participation in public information programs and/or public hearings relating to project development, ordinance / policy development, and project planning.**

**2. PROFESSIONAL STANDARDS:** The Contractor agrees to abide by and perform its duties in accordance with the ethics of its profession and abide by all safety compliances mandated by the profession.

**3. COMPENSATION:**

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

**1. Compensation.** As compensation for services as set forth in Paragraph 1 above, the City shall pay the Contractor at the hourly rates as outlined in Attachment A.

**2. Time Records.** The Contractor shall submit itemized monthly statements of work performed on behalf of each Utility Department. Invoices shall include detail of hours worked. The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. The City reserves the right to audit this documentation at any time.

**6. Payment.** Payment to the Contractor shall be made by the City within thirty (30) days of the City's receipt of an acceptable invoice.

**7. Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature or the City, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**4. TERM OF AGREEMENT:**

The term of this agreement shall commence on execution and continue for a period of one (1) year. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the agreement is terminated as otherwise provided herein. Sixty (60) days prior to the end of each year of the agreement, the City may, without

stating a cause, give notice of its intention to terminate the contract. If no such notice of termination is given, then the contract shall be submitted to the City Council for renewal on a year to year basis for a maximum of four (4) years. Any changes in fees under this agreement shall be made by written notice given to the City by the Contractor prior to July 1 of each year and shall become effective on July 1 of that year, unless the change is rejected in writing by the City, in which case this agreement shall terminate. The agreement may be terminated by either part upon a thirty (30) day written notice to the appropriate operating address, and if not terminated by such means before, shall terminate at the close of the day one year after execution. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. The two parties may shorten this notice requirement only upon a written agreement. Should the Contractor default on the agreement, the City shall retain the right to terminate this agreement immediately. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either part incurred prior to the date of termination.

**5. AMENDMENT:**

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

**6. STATUS OF CONTRACTOR:**

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

**7. ASSIGNMENT:**

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

obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

**8. SUBCONTRACTING:**

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

**9. RECORDS, AUDITS AND REPORTING:**

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

**10. CONFLICT OF INTEREST:**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**11. STOPPAGE OF WORK:**

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

**12. AMENDMENT:**

Except as provided in Paragraph 3, any material change in the terms of this agreement shall be deemed an amendment, and any amendment shall be void unless made in writing and signed by the parties.

**13. APPLICABLE LAW:**

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

**14. SCOPE OF AGREEMENT, MERGER:**

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

**15. WAIVER:**

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

**16. INSURANCE:**

The Contractor must at all times hold errors and omissions liability insurance of at least \$1,000,000.00. Proof of compliance with this insurance requirement is to be provided to the City of Las Vegas upon execution of this agreement.

**17. NOTICE:**

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

**18. SUBJECT TO OTHER DOCUMENTS:**

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

Ordinances and Administrative Regulations are incorporated by reference into this agreement.

**19. INDEMNIFICATION:**

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

**20. NEW MEXICO TORT CLAIMS ACT:**

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

**21. BRIBERY AND KICKBACKS:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. Additionally, as required by Section 13-1-191, N.M.S.A. 1978 it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of the public officer or employee (Section 30-4-1, N.M.S.A., 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee (Section 30-24-2, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-40-1, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, N.M.S.A., 1978).

**22. DISCRIMINATION PROHIBITED:** In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion,

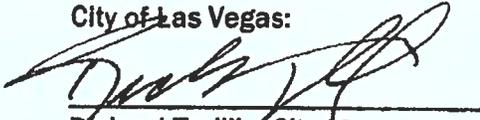
sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

**23. THIRD PARTY BENEFICIARIES:**

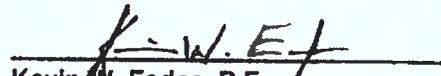
By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary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

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

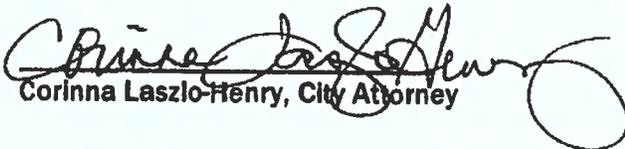
City of Las Vegas:

  
Richard Trujillo, City Manager

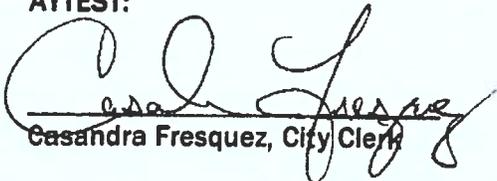
Contractor:

  
Kevin W. Eades, P.E.  
Executive Vice President  
Molzen-Corbin & Associates, Inc.  
2701 Milles Road SE  
Albuquerque, NM 87106

Approved as to Legal Sufficiency only:

  
Corinna Laszlo-Henry, City Attorney

ATTEST:

  
Casandra Fresquez, City Clerk

# MOLZEN CORBIN

SENT VIA E-MAIL

July 8, 2019

Mr. Daniel Gurule  
Project Manager  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**RE: 2019 NMDOT Fund 89200 Capital Appropriation Project** LVG173-16  
**Romero & Salazar Street Improvements**  
**Proposal for Professional Engineering Services for the Design and Construction Phase**

Dear Mr. Gurule:

Molzen Corbin is pleased to present this proposal for Professional Engineering Services during the Design and Construction Phase for the above-referenced project.

As you are aware, the City has received a New Mexico Department of Transportation (NMDOT) Fund 89200 Capital Appropriation Project funding agreement in the amount of \$652,214.00 to plan, design, and construct pavement and drainage improvements to streets in Las Vegas. The City has chosen to use this funding for the re-construction of Romero Street and Salazar Street between Grant Street and West National Avenue as shown on Attachment A.

It is our understanding that the City would like pavement improvements for the two roadways between Grant Street and West National Avenue as the existing pavement is severely deteriorated. Should funding and Right-of-Way (ROW) allow, the City would like drainage and pedestrian improvements. The Scope of Work below is based on previous coordination with you and City staff and on our general understanding of the project.

## **SCOPE OF WORK**

1. Topographic Survey
  - a. Complete a One-Call utility design locate request.
  - b. Complete a GPS topographic survey of the project limits.
2. Geotechnical Investigation
  - a. Complete a geotechnical investigation within the area to determine existing soil conditions and pavement conditions as well as the design pavement section.
3. Design Phase Services
  - a. Coordinate with Las Vegas Utilities to verify utility improvements are not desired within the area. Should Utilities request Utility design, a contract amendment will be required.
  - b. Complete minor easement research to verify ROW limits. Should a title company, boundary survey, etc. be required, a contract amendment will be required.
  - c. Prepare plans and specifications to advertise the improvements for both Romero Street and Salazar Street as one bidding package.
  - d. Prepare preliminary construction cost estimates.

4. NMDOT Clearances
  - a. Coordinate with the City and NMDOT for Environmental (ISA, TLPA), ITS, Railroad, ROW, and Utility Clearances.
5. Bidding and Award Phase Services
  - a. Advertise and open construction bids for the project, including responding to bidders' questions during the advertisement period and preparing addenda, as required, for the bid documents.
  - b. Prepare the Bid Tabulation, Bid Evaluation, and provide award information to the City.
6. Construction Phase Services
  - a. Schedule and attend the Pre-Construction Conference including the preparation of meeting minutes.
  - b. Attend construction progress meetings once every two weeks or once a month as agreed to at the Pre-Construction Conference.
  - c. Review Contractor's submittals.
  - d. Respond to Contractor's inquiries in the form of a Request for Information (RFI).
  - e. Review and process Change Orders that may arise due to unforeseen conditions.
  - f. Coordinate with the City, Construction Observer, and Contractor as needed during the construction duration.
  - g. Coordinate with the NMDOT when required by the funding agreement or clearances as requested by the City.
  - h. Review Contractor's payment applications.
7. Closeout
  - a. Coordinate and attend the Substantial Completion inspection including the development of the punch list of items to be completed prior to final close-out.
  - b. Coordinate and attend the final walk through to verify completion of punch list items.
  - c. Prepare as-built Record Drawings.
  - d. Coordinate with Contractor for submission of close-out documents listed in the Project Manual. Review Contractor's close-out submittals

The following items are excluded from the above Scope of Services, however, we would be pleased to undertake any of these tasks at the City's request:

- Public coordination.
- Subsurface utility engineering.
- Cultural or Biological Resources Survey and/or report.
- Environmental documentation.
- Boundary and/or Easement Survey.
- Utility design.
- Permitting with City or Agency.
- Qualifications based bidding documents.
- Drainage system design.

Mr. Daniel Gurule  
July 8, 2019  
Page 3

## COMPENSATION

We propose a Time and Materials budget for Design Services and Construction Services as described below:

LUMP SUM TASKS	
Topographic Survey	\$ 7,330.00
Geotechnical Investigation	\$ 6,025.00
Design	\$ 32,990.00
NMDOT Clearances	\$ 5,810.00
Bid and Award	\$ 6,115.00
<b>Subtotal Lump Sum Tasks Excluding NMGR</b>	<b>\$ 58,270.00</b>
TIME AND MATERIALS TASKS	
Construction Phase Services	\$ 18,280.00
Closeout	\$ 9,060.00
Construction Observation	\$ 48,140.00
Reimbursables	\$ 2,475.00
<b>Subtotal T&amp;M Tasks Excluding NMGR</b>	<b>\$ 77,955.00</b>
<b>Subtotal Excluding NMGR</b>	<b>\$ 136,225.00</b>

This budget will not be exceeded without your prior authorization.

## COMPLETION

We are estimating Spring/Summer 2020 construction, with the substantial completion 90 days after the Notice to Proceed.

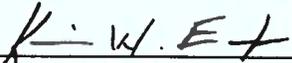
If you are in agreement with the proposed Scope, Schedule, and Fee for these services, please sign this Task Order/Agreement letter and return to Molzen Corbin.

We appreciate the opportunity to provide Professional Engineering Services to the City of Las Vegas. If you have any questions or require additional information, please contact Mr. Jonah Ruybalid, P.E. or myself at (505) 242-5700.

Sincerely,

MOLZEN CORBIN

CITY OF LAS VEGAS

  
\_\_\_\_\_  
Kevin W. Eades, P.E.  
Executive Vice President

\_\_\_\_\_  
Daniel Gurule  
Project Manager

JR:scc  
Attachment

LAST MODIFIED: Jul 02, 2019 - 2:20pm BY USER: jkeohall  
DWG. LOCATION: I:\LASVEGAS\17173-12\MountainView\PHD\DWGS  
DWG. NAME: CIV-PLANN-LEK10N.dwg



City of Las Vegas- NMDOT Fund 89200 Capital Appropriation Project

**MOLZENCORBIN**

**Romero and Salazar Street Reconstruction  
Attachment A**

No.	Project Task	CIVIL					ADMINISTRATION				Grand Totals
		Principal Engineer	Professional Engineer	Engineering Intern II	Senior Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN. Totals	
<b>I. Topographic Survey</b>											
1	One Call Request		5.00	2.00		7.00				0.00	7.00
2	Coordination with Surveyors		1.00			1.00				0.00	1.00
3	CADD Management				1.00	1.00				0.00	1.00
4	Project Management		1.00			1.00				0.00	1.00
5	Quality Assurance	1.00				1.00				0.00	1.00
Subtotal Hours Topographic Survey		1.00	7.00	2.00	1.00	11.00	0.00	0.00	0.00	0.00	11.00
Subtotal Fees Topographic Survey		\$205.00	\$910.00	\$210.00	\$135.00	\$1,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,460.00
<b>II. Geotechnical Investigation</b>											
1	Coordination with Sub-consultant, provide info		2.00	8.00		10.00				0.00	10.00
2	Sub-Consultant Agreement					0.00			2.00	2.00	2.00
3	Project Management		1.00			1.00				0.00	1.00
4	Quality Assurance	1.00				1.00				0.00	1.00
Subtotal Hours Geotechnical Investigation		1.00	3.00	8.00	0.00	12.00	0.00	0.00	2.00	2.00	14.00
Subtotal Fees Geotechnical Investigation		\$205.00	\$390.00	\$840.00	\$0.00	\$1,435.00	\$0.00	\$0.00	\$190.00	\$190.00	\$1,625.00
<b>III. Design Phase Services</b>											
1	General Sheets		1.00	8.00	2.00	11.00				0.00	11.00
2	Plat Research (minimal)		8.00			8.00				0.00	8.00
3	Horizontal Alignments		2.00			10.00				0.00	10.00
4	Vertical Alignments		2.00			10.00				0.00	10.00
5	Plan and Profiles		6.00			30.00				0.00	30.00
6	Turnout Plans		4.00			20.00				0.00	20.00
7	Drainage Calculations, Considerations		4.00	4.00	2.00	10.00				0.00	10.00
8	Miscellaneous Details		2.00	8.00		18.00				0.00	18.00
9	Traffic Control Details		4.00			12.00				0.00	12.00
10	Signage and Striping		2.00			10.00				0.00	10.00
11	Project Manual Front Ends		8.00			8.00		8.00		8.00	16.00
12	Project Manual Technical Specifications		8.00			8.00		8.00		8.00	16.00
13	Construction Cost Estimates		1.00	4.00	4.00	9.00				0.00	9.00
14	Preliminary Review and Revisions	4.00	10.00	4.00	18.00	34.00		4.00		4.00	38.00
15	Pre-Final Review and Revisions		4.00			8.00		2.00		2.00	14.00
16	NMDOT/City Coordination		8.00			8.00	2.00			2.00	10.00
17	CADD Management				4.00	4.00				0.00	4.00
18	Project Management		8.00			8.00				0.00	8.00
19	Quality Assurance	4.00				4.00				0.00	4.00
Subtotal Hours Design Phase Services		8.00	82.00	28.00	118.00	234.00	2.00	22.00	0.00	24.00	258.00
Subtotal Fees Design Phase Services		\$1,840.00	\$10,680.00	\$2,940.00	\$15,660.00	\$30,900.00	\$110.00	\$1,980.00	\$0.00	\$2,090.00	\$32,990.00
<b>IV. NMDOT Clearances</b>											
1	Environmental-ISA		4.00			4.00		1.00		1.00	5.00
2	Environmental-TLPA		4.00			4.00		1.00		1.00	5.00
3	ITS		3.00			3.00		1.00		1.00	4.00
4	Railroad		3.00			3.00		1.00		1.00	4.00
5	Right-of-Way		6.00			6.00		1.00		1.00	7.00
6	Utility		12.00			12.00		1.00		1.00	13.00
7	Project Management		4.00			4.00				0.00	4.00
8	Quality Assurance	2.00				2.00		2.00		2.00	4.00
Subtotal Hours NMDOT Clearances		2.00	38.00	0.00	0.00	38.00	0.00	8.00	0.00	8.00	46.00
Subtotal Fees NMDOT Clearances		\$410.00	\$4,680.00	\$0.00	\$0.00	\$5,090.00	\$0.00	\$720.00	\$0.00	\$720.00	\$5,810.00
<b>V. Bidding and Award Phase Services</b>											
1	Advertisement		1.00			1.00	4.00	2.00		6.00	7.00
2	Pre-bid meeting		6.00	8.00		12.00				0.00	12.00
3	Addenda	1.00	6.00			7.00	2.00	2.00		4.00	11.00
4	Bid Opening		6.00			6.00				0.00	6.00
5	Bid Tabulation, Evaluation, Consideration of Award	1.00	4.00			5.00		6.00		6.00	11.00
6	Coordination		2.00			2.00				0.00	2.00
7	Project Management		3.00			3.00				0.00	3.00
8	Quality Assurance	1.00				1.00				0.00	1.00
Subtotal Hours Bidding and Award Phase Services		3.00	28.00	8.00	0.00	37.00	6.00	10.00	0.00	18.00	53.00
Subtotal Fees Bidding and Award Phase Services		\$615.00	\$3,640.00	\$630.00	\$0.00	\$4,885.00	\$330.00	\$900.00	\$0.00	\$1,230.00	\$6,115.00
<b>VI. Construction Phase Services</b>											
1	Pre-Con	1.00	8.00	8.00		15.00				0.00	15.00
2	Construction Progress Meetings (twice/month max) Minutes	2.00	24.00	12.00	4.00	42.00				0.00	42.00
3	Submittals	1.00	12.00	16.00	4.00	33.00		4.00		4.00	37.00
4	RFIs		4.00		4.00	8.00				0.00	8.00
5	Change Orders		8.00			8.00		2.00		2.00	10.00
6	Observer, Contractor, NMDOT, City Coordination		8.00			8.00				0.00	8.00
7	Payment Applications		4.00	12.00		16.00		2.00		2.00	18.00
8	Project Management		8.00			8.00				0.00	8.00
9	Quality Assurance	2.00				2.00				0.00	2.00
Subtotal Hours Construction Phase Services		6.00	78.00	48.00	12.00	140.00	0.00	8.00	0.00	8.00	148.00
Subtotal Fees Construction Phase Services		\$1,230.00	\$9,880.00	\$4,830.00	\$1,620.00	\$17,560.00	\$0.00	\$720.00	\$0.00	\$720.00	\$18,280.00
<b>VII. Closeout</b>											
1	Substantial Completion		7.00		6.00	13.00				0.00	13.00
2	Punchlist		4.00			4.00		3.00		3.00	7.00
3	Final Walk Through		6.00			6.00				0.00	6.00
4	As-Builts			8.00	16.00	24.00				0.00	24.00
5	Closeout Submittals (release of liens, etc.)		4.00	4.00		8.00		1.00		1.00	9.00
6	NMDOT Closeout Documentation if required		4.00	4.00		8.00				0.00	8.00
7	Project Management		3.00			3.00				0.00	3.00
8	Quality Assurance	2.00				2.00				0.00	2.00
Subtotal Hours Closeout		2.00	28.00	16.00	22.00	68.00	0.00	4.00	0.00	4.00	72.00
Subtotal Fees Closeout		\$410.00	\$3,640.00	\$1,880.00	\$2,970.00	\$8,700.00	\$0.00	\$360.00	\$0.00	\$360.00	\$9,060.00
Total Labor Hours		23.00	280.00	106.00	151.00	540.00	8.00	52.00	2.00	62.00	602.00
Standard Billing Rate or Fee		\$205.00	\$130.00	\$105.00	\$135.00	\$70.00	\$55.00	\$90.00	\$95.00	\$5.00	\$75.00
Fee Dollars		\$4,715.00	\$33,800.00	\$11,130.00	\$20,385.00	\$70,030.00	\$440.00	\$4,680.00	\$190.00	\$5,310.00	\$75,340.00

CONTRACT AMOUNT  
 Romero/Salazar Street Reconstruction  
 City of Las Vegas

**MOLZENCORBIN**

Jonah Ruybalid

COST CALCULATED  
 CONTRACT AMOUNT

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$75,340.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$4,000.00
Reimbursable Markup (if any)		10%		\$400.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$4,400.00
<b>TOTAL BASIC FEE</b>				<b>\$79,740.00</b>
Observation Total From Observation Contract Amount (Excluding GRT)				\$48,140.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$5,870.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
<b>REIMBURSABLES</b>				<b>\$54,010.00</b>
		Quantity		
In-House Copies	\$0.11	1,500.00		\$185.00
In-House Color Copies (8 1/2 x 11)	\$1.00	5.00		\$5.00
In-House Color Copies (11 x 17)	\$2.00	5.00		\$10.00
In-House Large Format Prints	\$3.00	20.00		\$60.00
Mileage	\$0.580	2,474.14		\$1,435.00
Bidding Documents (Specs & Plans)				\$800.00
SUBTOTAL REIMBURSABLES				\$2,475.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$136,225.00
NMGRT		7.8750%		\$10,727.72
<b>TOTAL</b>				<b>\$146,952.72</b>

**Romero Street Estimated Construction Cost (West National to Grant) January 2019 Preliminary Scoping**

Item No.	NMDOT Spec No.	Description	Unit	Estim. Quantity	Unit Price	Amount
1	207000	12 inch Subgrade prep	SY	1100	\$ 3.40	\$ 3,740.00
2	303010	Base Course 6-inch	SY	1100	\$ 10.00	\$ 11,000.00
3	407000	Tack Coat Material	TON	1	\$ 425.00	\$ 425.00
4	408100	Prime Coat Material	TON	1	\$ 450.00	\$ 450.00
5	415000	Pavement Surface Restoration	SY	1100	\$ 4.50	\$ 4,950.00
6	423282	HMA SP-IV 3 inch (2x1.5-inch lifts)	SY	1100	\$ 20.00	\$ 22,000.00
7	570000	Curb and Gutter	LF	900	\$ 26.00	\$ 23,400.00
8	601000	Removal of Structures and Obstructions	ALLOW	1	\$ 10,000.00	\$ 10,000.00
9	601110	Removal of Surfacing (concrete, turnouts, etc.)	SY	100	\$ 9.00	\$ 900.00
10	603281	SWPPP Prep and Maintenance	LS	1	\$ 2,500.00	\$ 2,500.00
11	608240	Detectable Warning Surface	SF	40	\$ 23.00	\$ 920.00
12	617000	Video Taping	LS	1	\$ 1,500.00	\$ 1,500.00
13	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00
14	621000	Mobilization, Demobilization, Closeout	LS	1	\$ 15,000.00	\$ 15,000.00
15	623000	Drop Inlet	EA	2	\$ 6,000.00	\$ 12,000.00
16	701000	Panel Signs	SF	50	\$ 30.00	\$ 1,500.00
17	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	100	\$ 12.00	\$ 1,200.00
18	704763	Retroreflectorized Pavement Marking 24" Wide	LF	20	\$ 7.00	\$ 140.00
19	801000	Construction Staking by the Contractor	LS	1	\$ 3,000.00	\$ 3,000.00
20	802000	Post Construction Plans	LS	1	\$ 1,000.00	\$ 1,000.00
21		Laboratory Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
22		Pre-Authorized Construction Changes	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Utility Replacements	\$ 30,000.00
20% contingency	\$ 34,125.00
Subtotal	\$ 204,750.00
NMGRT (8.3958%)	\$ 17,190.40
<b>Total Construction Cost</b>	<b>\$ 221,940.40</b>

**Salazar Street Estimated Construction Cost (West National to Grant) February 2019 Preliminary Scoping**

Item No.	NMDOT Spec No.	Description	Unit	Estim. Quantity	Unit Price	Amount
1	207000	12 inch Subgrade prep	SY	1125	\$ 3.40	\$ 3,825.00
2	303010	Base Course 6-inch	SY	1125	\$ 10.00	\$ 11,250.00
3	407000	Tack Coat Material	TON	1	\$ 425.00	\$ 425.00
4	408100	Prime Coat Material	TON	1	\$ 450.00	\$ 450.00
5	415000	Pavement Surface Restoration	SY	1125	\$ 4.50	\$ 5,062.50
6	423282	HMA SP-IV 3 inch (2x1.5-inch lifts)	SY	1125	\$ 20.00	\$ 22,500.00
7	570000	Curb and Gutter	LF	1000	\$ 26.00	\$ 26,000.00
8	601000	Removal of Structures and Obstructions	ALLOW	1	\$ 2,500.00	\$ 2,500.00
9	601110	Removal of Surfacing (concrete, turnouts, etc.)	SY	100	\$ 9.00	\$ 900.00
10	603281	SWPPP Prep and Maintenance	LS	1	\$ 2,500.00	\$ 2,500.00
11	608240	Detectable Warning Surface	SF	40	\$ 23.00	\$ 920.00
12	617000	Video Taping	LS	1	\$ 1,500.00	\$ 1,500.00
13	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00
14	621000	Mobilization, Demobilization, Closeout	LS	1	\$ 15,000.00	\$ 15,000.00
15	623000	Drop Inlet	EA	2	\$ 6,000.00	\$ 12,000.00
16	701000	Panel Signs	SF	50	\$ 30.00	\$ 1,500.00
17	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	100	\$ 12.00	\$ 1,200.00
18	704763	Retroreflectorized Pavement Marking 24" Wide	LF	20	\$ 7.00	\$ 140.00
19	801000	Construction Staking by the Contractor	LS	1	\$ 3,000.00	\$ 3,000.00
20	802000	Post Construction Plans	LS	1	\$ 1,000.00	\$ 1,000.00
21		Laboratory Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
22		Pre-Authorized Construction Changes	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Utility Replacements	\$ 35,000.00
20% contingency	\$ 34,334.50
Subtotal	\$ 206,007.00
NMGRT (8.3958%)	\$ 17,295.94
<b>Total Construction Cost</b>	<b>\$ 223,302.94</b>

CITY OF LAS VEGAS, NM  
Resolution No.19-36

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM  
BY New Mexico DEPARTMENT OF  
TRANSPORTATION

**WHEREAS;** the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) with DFA have entered into an agreement;

**WHEREAS;** the total cost of the project will be Six Hundred Fifty Two Thousand, Two Hundred Fourteen Dollars, (\$652,214.00) funding to be administered from DFA and NMDOT Capital Appropriations Funds;

**WHEREAS;** the share amount from DFA and the NMDOT shall be \$652,214.00;

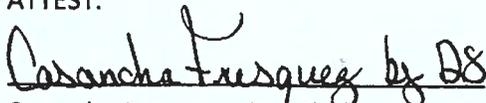
**WHEREAS;** the City of Las Vegas shall pay all costs, which exceed the total amount of \$652,214.00;

**WHEREAS;** the City of Las Vegas will abide with terms and conditions of the Agreement;

**NOW THEREFORE, BE IT RESOLVED,** by the City of Las Vegas to enter into this Agreement Control Number C4193395, Appropriation ID D3395, with DFA and the New Mexico Department of Transportation Capital Appropriations Funds, Laws of 2019 Chapter 277, Section 40 Subsection 125, for the plan, design, construction, and construction management to Salazar Street and Romero Street from Grant to West National Ave. within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 19 DAY OF JUNE, 2019.

ATTEST:

  
Casandra Fresquez, City Clerk

CITY OF LAS VEGAS

  
TONITA GURULE-GIRON  
MAYOR

Contract Number: D18030  
Vendor Number: 0000054343  
Control Number: C4193395

STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 11<sup>th</sup> day of July, 2019, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 40, Subsection 125, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID D3395 NMDOT Control Number C4193395 **\$652,214**

APPROPRIATION REVERSION DATE: 6/30/2023

Laws of 2019, Chapter 277, Section 40, Subsection 125, Six Hundred Fifty Two Thousand Two Hundred Fourteen Dollars and No Cents (\$652,214), to plan, design and construct pavement and drainage improvements to streets in Las Vegas in San Miguel county .

The Grantee's total reimbursements shall not exceed Six Hundred Fifty Two Thousand Two Hundred Fourteen Dollars and No Cents \$652,214 (the "Appropriation Amount") minus the allocation for Art in Public Places

("AIPP amount")<sup>1</sup>, if applicable, , which equals Six Hundred Fifty Two Thousand Two Hundred Fourteen Dollars and No Cents \$652,214 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Danny Gurle  
Title: Public Works Supervisor  
Address: 1700 North Grand Avenue, Las Vegas, New Mexico 87701  
Email: dgurule@ci.las-vegas.nm.us  
Telephone: 505-652-8750

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: TANA VEGA  
Title: Interim Finance Director  
Address: 1700 No. Grand Ave. Las Vegas, N. Mex. 87701  
Email: tana@lasvegasm.gov  
Telephone: 505-454-1401

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 4 Office  
Name: Heather Sandoval  
Title: Assistant District Four Engineer – Engineering  
Address: P.O. Box 10, Las Vegas, NM 87710  
Email: Heather.Sandoval@state.nm.us  
Telephone: 505-454-3663

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2023** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

#### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

### **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

### **ARTICLE VIII. REPORTS**

#### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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 immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department"

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

*Ann Marie Gallegos*  
Signature of Official with Authority to Bind Grantee  
*Ann Marie Gallegos*  
City of Las Vegas  
Entity Name

By: ANN MARIE Gallegos  
(Type or Print Name)

Its: Interim City manager  
(Type or Print Title)

7-1-19  
Date

**DEPARTMENT OF TRANSPORTATION**

*MRSMP*  
By:

Its: Cabinet Secretary or Designee

7/11/19  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

*Cynthia A Christ*  
By: Cynthia Christ

Its: Assistant General Counsel

5-17-19  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_

B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

C. Phone No: \_\_\_\_\_

D. Grant No: \_\_\_\_\_

E. Project Title: \_\_\_\_\_

F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_

B. Grant Amount: \_\_\_\_\_

C. AIPP Amount (If Applicable): \_\_\_\_\_

D. Funds Requested to Date: \_\_\_\_\_

E. Amount Requested this Payment: \_\_\_\_\_

F. Reversion Amount (If Applicable): \_\_\_\_\_

G. Grant Balance: \_\_\_\_\_

H.  GF  GOB  STB (attach wire if first draw)

I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer  
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_]  
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the  
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within  
the scope of the project description, subject to all the terms and conditions of the above referenced Grant  
Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

## **Attachment A**

### **The City of Las Vegas shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The City of Las Vegas shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

# EXHIBIT-C

## CITY OF LAS VEGAS, NM Resolution No.19-36

### PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM BY New Mexico DEPARTMENT OF TRANSPORTATION

**WHEREAS;** the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) with DFA have entered into an agreement;

**WHEREAS;** the total cost of the project will be Six Hundred Fifty Two Thousand, Two Hundred Fourteen Dollars, (\$652,214.00) funding to be administered from DFA and NMDOT Capital Appropriations Funds;

**WHEREAS;** the share amount from DFA and the NMDOT shall be \$652,214.00;

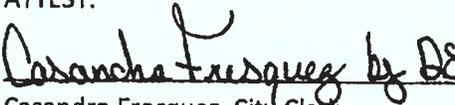
**WHEREAS;** the City of Las Vegas shall pay all costs, which exceed the total amount of \$652,214.00;

**WHEREAS;** the City of Las Vegas will abide with terms and conditions of the Agreement;

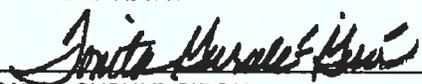
**NOW THEREFORE, BE IT RESOLVED,** by the City of Las Vegas to enter into this Agreement Control Number C4193395, Appropriation ID D3395, with DFA and the New Mexico Department of Transportation Capital Appropriations Funds, Laws of 2019 Chapter 277, Section 40 Subsection 125, for the plan, design, construction, and construction management to Salazar Street and Romero Street from Grant to West National Ave. within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 19 DAY OF JUNE, 2019.

ATTEST:

  
Casandra Fresquez, City Clerk

CITY OF LAS VEGAS

  
TONITA GURULE-GIRON  
MAYOR   


**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 08/27/2019**

**DEPT: Senior Center**

**MEETING DATE: 09/11/19**

**DISCUSSION ITEM/TOPIC:** Resolution #19-50. 2021-2025 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

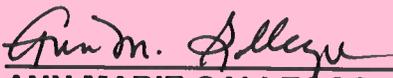
**BACKGROUND/RATIONALE:** The Department of Finance Administration, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an Infrastructure Capital Improvement Plan (ICIP). The ICIP is a five (5) year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

**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

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
TANA VEGA, INTERIM  
FINANCE DIRECTOR  
(PROCUREMENT)

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

**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

## Infrastructure Capital Improvement Plan FY 2021-2025

### Las Vegas Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2021	2022	2023	2024	2025	Total Project Cost	Amount Not Yet Funded	Phases?
33250	2021	001	Replace HVAC Units	Equipment - Senior Center Equipment	0	315,000	0	0	0	0	315,000	315,000	No
35247	2021	002	Electrical & Plumbing Upgrade	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No
36546	2021	003	Las Vegas Side Walk Upgrade	Facilities - Senior Facilities	0	150,000	0	0	0	0	150,000	150,000	No
36547	2021	004	Las Vegas Gutter and Snow Rails	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No
33224	2021	005	Kitchen Equipment	Equipment - Senior Center Equipment	59,000	68,000	40,000	0	0	0	167,000	108,000	Yes
33249	2021	006	Las Vegas Senior Center Improvements	Facilities - Senior Facilities	0	270,000	220,000	210,000	0	0	700,000	700,000	Yes
31909	2021	007	South Side Senior Center Parking Lot Improvements	Facilities - Senior Facilities	0	318,682	817,018	0	0	0	1,135,700	1,135,700	Yes
33260	2022	001	New Vehicles	Vehicles - Senior Facility Vehicle	0	0	100,000	0	0	300,000	400,000	400,000	No
33251	2022	002	Furniture and Equipment Package	Equipment - Senior Center Equipment	0	0	75,000	0	0	0	75,000	75,000	No
36541	2022	003	Patio Upgrade	Facilities - Senior Facilities	0	0	50,000	0	0	0	50,000	50,000	No
36545	2023	001	Las Vegas Window Upgrade	Facilities - Senior Facilities	0	0	0	250,000	0	0	250,000	250,000	No
33256	2023	002	Senior Entertainment	Equipment - Senior Center Equipment	0	0	0	30,000	20,000	0	50,000	50,000	Yes
36543	2024	001	Las Vegas Stucco of Building	Facilities - Senior Facilities	0	0	0	0	100,000	0	100,000	100,000	No

Number of projects: 13

## Infrastructure Capital Improvement Plan FY 2021-2025

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
<b>Grand Totals</b>	59,000	1,221,682	1,302,018	490,000	120,000	300,000	3,492,700	3,433,700

## Infrastructure Capital Improvement Plan FY 2021-2025

### San Miguel Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date					2025	2024	2023	2022	2021	Total Project Cost	Amount Not Yet Funded	Phases?
					2025	2024	2023	2022	2021								
33268	2021	001	New Vehicles	Vehicles - Senior Facility Vehicle	0	225,000	0	0	0	0	0	0	0	0	225,000	225,000	No
33262	2021	002	Kitchen Equipment	Equipment - Senior Center Equipment	0	59,000	0	0	0	0	0	0	0	0	59,000	59,000	No
33263	2021	003	Office Equipment	Equipment - Senior Center Equipment	0	10,000	0	0	0	0	0	0	0	0	10,000	10,000	No
33265	2022	001	Parking Lot Renovation & Landscaping	Facilities - Senior Facilities	0	0	150,000	0	0	0	0	0	0	0	150,000	150,000	Yes
34228	2023	001	Replace HVAC Units	Facilities - Senior Facilities	0	0	0	15,000	0	0	0	0	0	0	15,000	15,000	No
33266	2024	001	Bingo Machine	Equipment - Senior Center Equipment	0	0	0	0	5,000	0	0	0	0	0	5,000	5,000	No

Number of projects: 6

Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
0	294,000	150,000	15,000	5,000	0	464,000	464,000

## Infrastructure Capital Improvement Plan FY 2021-2025

### Pecos Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	Funding by Year					Total Project Cost	Total Not Yet Funded	Amount Not Funded	Phases?
						2021	2022	2023	2024	2025				
35272	2021	001	Replace HVAC Units	Facilities - Senior Facilities	0	25,000	0	0	0	0	25,000	25,000	No	
33270	2021	002	Kitchen Equipment	Equipment - Senior Center Equipment	25,000	22,000	0	0	5,000	0	52,000	27,000	Yes	
33272	2021	003	Parking Lot Renovation & Landscaping	Facilities - Senior Facilities	0	50,000	200,000	0	0	0	250,000	250,000	Yes	
33269	2021	004	New Vehicles	Vehicles - Senior Facility Vehicle	0	100,000	0	0	0	175,000	275,000	275,000	Yes	
33271	2022	001	Office Equipment	Equipment - Senior Center Equipment	0	0	10,000	0	0	0	10,000	10,000	No	
33273	2023	001	Bingo Machine	Equipment - Senior Center Equipment	0	0	0	5,000	0	0	5,000	5,000	No	
33274	2024	001	Washer & Dryer	Equipment - Senior Center Equipment	0	0	0	0	5,000	0	5,000	5,000	No	
<b>Number of projects:</b>							7							
<b>Funded to date:</b>							25,000	197,000	210,000	5,000	10,000	175,000	622,000	597,000
<b>Grand Totals</b>														