



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

PURCHASE ORDER

PO Number: 240302

Date: 07/21/2023

Request #: 400356

Vendor #: 02215

ISSUED TO: MILLER ENGINEERING CONSULTANTS
 3500 COMANCHE NE, BUILDING F
 ALBUQUERQUE, NM 87107

SHIP TO: City of Las Vegas
 Attn: SENIOR CITIZENS CENTER
 1700 N Grand Ave
 Las Vegas, NM 87701

Vendor Fax #: (505) 888-3800

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	0	Design and Construction Drawings Topographic Survey, Lighting Plan, and Basic CA Services REF PO 230681 13-1-127 Refere to PO 230681	0.00		217-0000-780-8116	48,900.00

DEPARTMENT ORDER

Approved By:

Date:

7/25/2023

SUBTOTAL:	48,900.00
TAX:	0.00
SHIPPING:	0.00
TOTAL	48,900.00

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

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: 400356

REQUIREMENTS

CHECK APPROPRIATE BOX

DATE: 7/20/23

PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:

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

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

STATEMENT OF NEED: (Must Complete)

Emergency - Engineering Services for the LVSC Parking lot

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

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED

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

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
1	1	each	Topographic Survey		# 6,650.00
2	1	each	Design + Construction Drawings	8034.19	24,500.00
3	1	each	Lighting Plan		5,250.00
4	1	each	Basic CA Services		12,500.00
(Emergency)					
Refer to PO. 230681					
25784.19					

VENDOR: Miller Engineering Consultants **TOTAL:** \$ ~~48,900.00~~ 25784.19

ADDRESS: _____

NM CRS NO.: _____ **FEDERAL TAX NO.:** _____

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

BUDGET \$ 1,135,700.00

EXPENDED TO DATE \$ 0

CURRENT EXPENSE \$ 48,900.00

BALANCE \$ 1,086,800.00

[Signature] 7/21/23 4M

SIGNATURE OF PERSON REQUESTING

217-0000-780-8116 - # 48,900.00

FUND DEPARTMENT ACTIVITY

APPROVED BY: [Signature] 7/25/23 BUDGET AVAILABLE YES: NO:



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

PURCHASE ORDER

PO Number: 230681

Date: 09/12/2022

Request #: 300861

Vendor #: 02215

ISSUED TO: MILLER ENGINEERING CONSULTANTS
 3500 COMANCHE NE, BUILDING F
 ALBUQUERQUE, NM 87107

SHIP TO: City of Las Vegas
 Attn: SENIOR CITIZENS CENTER
 1700 N Grand Ave
 Las Vegas, NM 87701

Vendor Fax #: (505) 888-3800

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	0	Design & Construction Drawings	0.00		217-0000-780-8116	24,500.00
2	0	Lighting Plan	0.00		217-0000-780-8116	5,250.00
3	0	Topographic Survey	0.00		217-0000-780-8116	6,650.00
4	0	Basic CA Services 3808-21 EXP 10/29/2022 NEW EXP 10/21/2023	0.00		217-0000-780-8116	12,500.00

UPDATE

Approved By:

Date: 5/25/2023

SUBTOTAL:	48,900.00
TAX:	0.00
SHIPPING:	0.00
TOTAL	48,900.00

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

STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM

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

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

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

Agency Chief Procurement Officer: *Helen Vigil*

Telephone Number: **505-454-1401**

II. Name of Contractor: **Miller Engineering Consultants, Inc**

Address of Contractor: **3500 Comanche NE, Bldg. F
Albuquerque, NM 87107**

Amount of prospective contract: **City of Las Vegas Senior Center Parking Lot Project
500 Sabino Street
Las Vegas, NM 87701**

Term of prospective contract: **3 Months**

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract: **Basic engineering services, project management, project development, civil engineering, environmental engineering, structural engineering, mechanical engineering.**

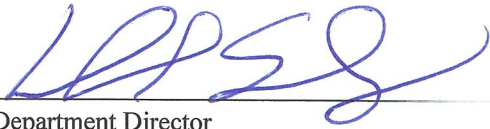
IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127. **Contract # 3808-21 expired on October 29, 2022. City of Las Vegas Senior Center Parking Lot Project**

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

Emergency is only in place until a competitive RFP process can be completed

VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances. **Will advertise a Will Advertise a Request for Proposal sooner than expiration date.**

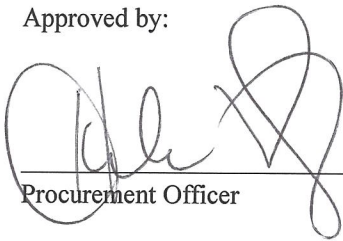
Certified by:



Department Director

Date: 7/24/23

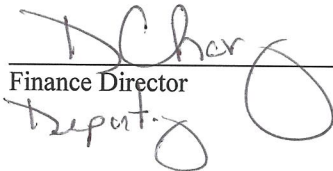
Approved by:



Procurement Officer

Date: 7/25/2023

Approved:



Finance Director
Deputy

Date: 7/25/23



MILLER ENGINEERING CONSULTANTS

Engineers • Planners

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

August 25, 2022

Professional

Firm:	Miller Engineering Consultants, Inc. 3500 Comanche NE, Building F Albuquerque, NM 87107 Phone: 505-888-7500 Fax: 505-888-3800	Client:	City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87701 Attn: Arnold Lopez Phone: 505-454-1401
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Project Name/Location: Senior Center Parking Lot/Las Vegas, New Mexico.

Scope/Intent and Extent of Services: The scope of services will include the design and development of construction drawings for the reconstruction of the existing parking lot at the Senior Center located on New Mexico Avenue (see Exhibit A attached). The following describes the scope of services in more detail:

- 1) **Topographic Survey:** MEC's subconsultant will prepare a topographic survey of the parking lot area with a perimeter area overlap for the design of the project. The survey will include all visible utility features, planimetric features, spot elevations, and 1-foot contour intervals.
- 2) **Design & Construction Drawings:** The design will include a new site layout plan for the parking lot to address the reconfiguration of the current parking lot design. The construction drawings will also include a grading and drainage plan, a striping plan, typical pavement sections, retaining wall sections, and other miscellaneous construction details. MEC will also prepare an Engineer's Opinion of Probable Construction Cost, contractor documents and specifications for the project.
- 3) **Lighting Plan:** MEC's electrical engineer will prepare a lighting plan for the new parking lot. It is assumed that the new light fixtures will use the existing circuit that currently serves the two existing light fixtures that are in the parking lot. The lighting plan will include a layout for the lights and construction details for construction.
- 4) **Basic CA services:** MEC will provide bidding and construction phase services for the project as needed.

Specially excluded from this task order agreement are any required boundary surveying, geotechnical engineering, environmental clearances, landscape architecture, and any other services not specifically outlined in the scope of work above.


Fee Agreement: Our fee for the above-described services will be a fixed fee amount as follows:

- | | |
|---|--|
| 1) <u>Topographic Survey:</u> | \$ 6,650.00 plus applicable taxes |
| 2) <u>Design & Construction Drawings:</u> | \$ 24,500.00 plus applicable taxes |
| 3) <u>Lighting Plan:</u> | \$ 5,250.00 plus applicable taxes |
| 4) <u>Basic CA Services:</u> | \$ 12,500.00 plus applicable taxes |
| TOTAL | \$ 48,900.00 plus applicable taxes. |

Deliverables: Up to ten (10) copies of the half size construction drawings, contractor documents and specifications for the project.

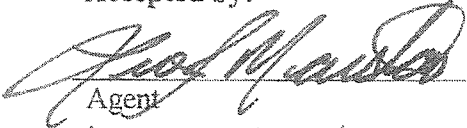
Special Conditions: Work will commence upon countersigning this task order agreement in the space provided below.

Offered by:

 8/25/22
Signature Date
VERLYN A. BREWER/PROJ. MGR.
Printed Name/Title

Miller Engineering Consultants, Inc.
Name of Professional Firm

Accepted by:

 8/26/22
Agent Date
Leo J. Maestas, City Manager
Printed Name/Title

City of Las Vegas
Name of Client

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

Notice of Obligation to Reimburse Grantee # 1

DATE: 03/16/2023

TO: Department Representative: Barbara J. Romero, Capital Outlay Bureau Chief
 FROM: Grantee: City of Las Vegas Senior Center – Las Vegas Senior Center
 Grantee Official Representative: Wanda Salazar, Community Services Director

SUBJECT: Notice of Obligation to Reimburse Grantee
 Grant Number: A20E5279
 Grant Termination Date: 6/30/2024

As the designated representative of the Department for Grant Agreement number A20E5279 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: Miller Engineering Consultants
 Third Party Obligation Amount: \$48,900.00

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 Reimburse¹ 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): \$1,135,700
 The Amount of this Notice of Obligation: \$48,900
 The Total Amount of all Previously Issued Notices of Obligation: \$0.00
 The Total Amount of all Notices of Obligation to Date: \$48,900.00

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: Sonnie Garcia
 Title: Project Coordinator
 Signature: _____
 Date: _____ 3/21/23

Approved!

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.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND MILLER ENGINEERING CONSULTANTS, INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Miller Engineering Consultants, Inc. ("Contractor"), a New Mexico corporation, of 3500 Comanche NE, Bldg. F Albuquerque, New Mexico, 87107, on this 29th day of October, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF WORK

The City of Las Vegas, is soliciting proposals to provide engineering services for any and all engineering projects to include grant consulting; planning, design, and construction phase services. Provide services associated with developing and requesting funding assistance to included attending presentations and meetings with various funding agencies including but not limited to NMFA, NMDOT and New Mexico Legislature. The professional consulting services Contractor 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 and/or all of the below listed incidental, planning, or special services. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the Contractor shall include the following services:

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

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

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

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

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

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is

terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

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

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

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

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

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

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

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

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

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

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

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

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

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

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

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

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

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

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

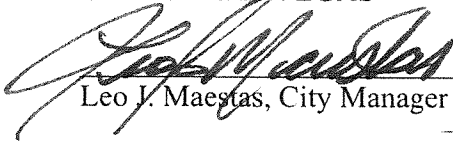
22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the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

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

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS


Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 10/21/21
Scott Aaron, City Attorney

CONTRACTOR:


Signature

Printed Name: VERLYN A. MUECK

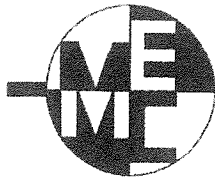
Position: PRESIDENT

**“ATTACHMENT “A”
MILLER ENGINEERING CONSULTANTS, INC.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-11

**ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS PUBLIC WORKS DIVISION**



MILLER ENGINEERING CONSULTANTS

Engineers • Planners

Miller Engineering Consultants, Inc.

*** Hourly Rate Schedule (1/1/2021)**

Principal Engineer	\$ 165.00
Professional Engineer	\$ 115.00
Senior Designer	\$ 85.00
Engineer Intern	\$ 85.00
Designer	\$ 70.00
Construction Observer	\$ 65.00
Drafter	\$ 60.00
Clerical	\$ 50.00

COSTS

Mileage	\$ 0.58 / mile
Per Diem	at cost

PRINTING

8-1/2" X 11"	\$ 0.09/sheet
11" x 17"	\$ 0.09/sheet
24" x 36" paper	\$ 4.00/sheet

* All rates subject to NMGRT

ADDENDUM #1
AGREEMENT/CONTRACT # 3808-21
RFP # 2022-11
AWARDED ON: October 29, 2021
VENDOR NAME: MILLER ENGINEERING

This Addendum to Agreement/Contract entered into this 9th day of November, 2022 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Miller Engineering hereinafter termed "Contractor...",

RECITALS

WHEREAS, under the date of 10/21/2021 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I, II and III (scope of work) of Agreement # 3808-21;

WHEREAS, the City and the Contractor now desire to extend the Agreement for an additional year from 10/21/2022 thru: 10/21/2023.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #3808-21,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I, II of Agreement # 3808-21, shall not exceed the original amount detailed in Agreement #3808-21.

NOW, THEREFORE, the parties agree as follows:


1. This addendum #1 and the Agreement contain the entire agreement between the City and the Contractor with respect to the subject matter therein and all prior negotiations, writings, statement, promise or inducement made by the City or Contractor, either written or oral which is not contained in this Addendum or Agreement, is binding between the Parties. No changes or amendments to the Agreement or this Addendum #1 shall be effective except those on written approval by both Parties.
2. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part. The Agreement shall be governed by the laws of the State of New Mexico, and ordinances, resolutions, rules and regulations of the City.

3. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from Contractor's performance under this Contract. Contractor further agrees to hold the City harmless from any and all claims for any injury, damages or death incurred by Contractor or Contractor's employee's agents or other representatives.

4. All of the provisions in the Agreement, except those specifically modified in this Addendum #1 shall remain in full force and effect.

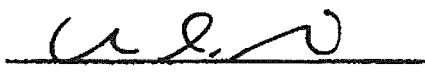
REVIEWED & APPROVED:

Miller Engineering



CITY MANAGER
11/9/22

Date




PRESIDENT
Title
11/1/22

Date

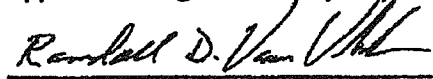
ATTEST:

Approved as legal sufficiency only:



CITY CLERK
11/9/22

Date



Attorney
10/31/2022

Date



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: November 9, 2022

Date Submitted: 11/03/2022

Department: Public Works

Item Topic: Addendum #1 to Contract #3808-21 with Miller Engineering for professional services for the City of Las Vegas.

Fiscal Impact: Costs budgeted out of funds 214, 216 and 217.

Attachments: Addendum #1, Contract #3808-21

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.

Approved for submittal by:



Department Director

City Manager


Reviewed by:

Finance Director

See Attached Approval Form

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. 3808-21 Addendum 1
Approved on 11/9/22 

Continued To: _____
Referred To: _____
Denied _____
Other _____