



**CITY OF LAS VEGAS**  
1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701  
505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS  
WORK SESSION CITY COUNCIL AGENDA  
November 9, 2016–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 #16-41 Obsolete Excess Property

*Ann Marie Gallegos, Finance Director* The City of Las Vegas is requesting approval to sell or dispose of items and equipment that is beyond its useful life and is fully depreciated.

2. Souder, Miller & Associates Task Order Amendment #2, Flood Damaged Utility Infrastructure Design and Utilities.

*Maria Gilvarry, Utilities Director* Souder, Miller & Associates will provide engineering services for design and construction phases of the sites that sustained flood damage as a result of the September 2013 flood disaster. This task order will cover the additional design for the skating

pond and sedimentation basin dredging, construction plans, bid documents, environmental permitting and engineering services. The amount of the task order is \$64,095.00 including NMGRT.

3. Resolution No. 16-43 authorizing submission of a grant application for funding assistance to the United States Environmental Protection Agency Brownfields Program.

*Maria Gilvarry, Utilities Director* The City of Las Vegas is submitting an application for funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence Ave.)

4. Award request for proposals #2017-07 for diesel repair services for the waste water, gas, solid waste and water divisions to D.A.G. Enterprises and enter into agreement.

*Maria Gilvarry, Utilities Director* The City of Las Vegas has diesel powered heavy equipment and vehicles that require regular maintenance due to extended use. This RFP will allow the City to hire a mechanic to provide diesel repair services for heavy equipment and vehicles are needed.

## **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: 10/25/2016**

**DEPT: Finance**

**MEETING DATE: 11/9/2016**

**DISCUSSION ITEM/TOPIC:** Resolution #16-41- Obsolete Excess Property

**BACKGROUND/RATIONALE:** The City of Las Vegas is requesting approval to sell or dispose of items and equipment that is beyond its useful life and is fully depreciated.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULE-GIRON  
MAYOR

  
RICHARD TRUJILLO  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

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

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION 16-41  
OBSOLETE EXCESS PROPERTY

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a need for disposition of items deemed unusable; and

**WHEREAS**, the City of Las Vegas is proposing to auction, bid, sell and/or dispose of obsolete equipment, including items that have been fully depreciated, to include scrap metals, inoperable vehicles, and dispose of other items deemed unusable; and

**WHEREAS**, a request will be submitted to Department of Finance and Administration for approval to auction, bid out and/or sell off surplus and obsolete equipment including scrap metal; and

**WHEREAS**, the sale of identified surplus property will be held in FY 2016-2017; and

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the sale of obsolete equipment, scrap metal, and/or surplus equipment respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

**RESOLVED**: In session this 15th day of November, 2016.

\_\_\_\_\_  
Tonita Gurule-Giron, Mayor

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
H. Chico Gallegos, City Attorney

## Ann Marie Gallegos

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**From:** mike padilla [mike.padilla@ci.las-vegas.nm.us]  
**Sent:** Tuesday, November 01, 2016 8:48 AM  
**To:** amgallegos@ci.las-vegas.nm.us  
**Cc:** Chris Lopez  
**Subject:** Police vehicle values

Year	Make	Model	Plate	Vin	Mileage	Value
1999	Ford	Crown Victoria	G-0801	2FAFP71W4XX221569	N/A	\$ 264.00
2000	Ford	Crown Victoria	G-43963	2FAFP71W1YX181842	N/A	\$ 264.00
1999	Ford	Crown Victoria	G-40806	2FAFP71W6XX221573	N/A	\$ 264.00
1999	Ford	Crown Victoria	G-40809	2FAFP71W1XX221576	N/A	\$ 264.00
1999	Ford	Crown Victoria	G-40805	2FAFP71W4XX221572	N/A	\$ 264.00
1999	Ford	Crown Victoria	G-40802	2FAFP71W0XX221570	N/A	\$ 264.00
1992	Chevrolet	Caprice	G-30233	1G1BL5376NR140877	N/A	\$ 210.00
1987	Honda	Acura	801-MMR	JH4KA2654HC030681	N/A	\$ 199.00
1993	Eagle	Talon	797-MXX	4E3CF34B0PE012065	N/A	\$ 637.00
1976	Dodge	2500	None	2IBE7S03II92	N/A	\$ 150.00
1980	Ford	Ranger	None	1FTBR10S4EVD05474	N/A	\$ 125.00
1999	Ford	Crown Victoria	G-40808	2FAFP71WXXX221575	N/A	\$ 264.00
2002	Dodge	Durango	103-NNA	1B4HS38N92F176783	N/A	\$ 721.00
1999	Ford	Crown Victoria	None	2FAFP71W3XX221577	N/A	\$ 264.00
1999	Ford	Crown Victoria	None	2FAFP71W9WX116542	N/A	\$ 264.00

Year	Make	Model	Plate	Vin	Mileage
1999	Ford	Crown Victoria	G-0801	2FAFP71W4XX221569	N/A
2000	Ford	Crown Victoria	G-43963	2FAFP71W1YX181842	N/A
2000	Ford	Crown Victoria	G-43963	2FAFP71W1YX181842	N/A
1999	Ford	Crown Victoria	G-40806	2FAFP71W6XX221573	N/A
1999	Ford	Crown Victoria	G-40809	2FAFP71W1XX221576	N/A
1999	Ford	Crown Victoria	G-40805	2FAFP71W4XX221572	N/A
1999	Ford	Crown Victoria	G-40802	2FAFP71W0XX221570	N/A
1992	Chevrolet	Caprice	G-30233	1G1BL5376NR140877	N/A
1987	Honda	Acura	801-MMR	JH4KA2654HC030681	N/A
1993	Eagle	Talon	797-MXX	4E3CF34B0PE012065	N/A
1976	Dodge	2500	None	21BE7S031192	N/A
1980	Ford	Ranger	None	1FTBR10S4EVD05474	N/A
1999	Ford	Crown Victoria	G-40808	2FAFP71WXXX221575	N/A
2002	Dodge	Durango	103-NNA	1B4HS38N92F176783	N/A
1999	Ford	Crown Victoria	None	2FAFP71W3XX221577	N/A
1999	Ford	Crown Victoria	None	2FAFP71W9WX116542	N/A

Justia › US Law › US Codes and Statutes › New Mexico Statutes › 2011 New Mexico Statutes › Chapter 3: Municipalities › Article 54: Sale or Lease of Property, 3-54-1 through 3-54-3 › Section 3-54-2: Sale, exchange and gift of property.

[View the 2015 New Mexico Statutes](#) | [View Previous Versions of the New Mexico Statutes](#)

## 2011 New Mexico Statutes

### Chapter 3: Municipalities

### Article 54: Sale or Lease of Property, 3-54-1 through 3-54-3

### Section 3-54-2: Sale, exchange and gift of property.

**Universal Citation:** NM Stat § 3-54-2 (1996 through 1st Sess 50th Legis)

#### **3-54-2. Sale, exchange and gift of property.**

A. A municipality may sell personal property for cash at public or private sale without notice where it is shown to the governing body that such property does not exceed the value of two thousand five hundred dollars (\$2,500).

B. A municipality may sell personal property having a value of more than two thousand five hundred dollars (\$2,500) at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice, pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978, not less than seven days apart, with the last publication not less than fourteen days prior to the sale.

C. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the municipality, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed sale or lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and shall be published according to the provisions of Subsection J of Section 3-1-2 NMSA 1978.

D. A municipality may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local





Oct 12, 2016 9:08:21 AM

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#14

NEW MEXICO VEHICLE REGISTRATION

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PO BOX 26110 SANTA FE, NM 875020000  
VIN/2FAFP71W4XX221569. VCO/UNK. VYR/1999. VMA/FORD. VMO/. VST/4D.  
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TITLE/00028334A057875. TITLE DATE/2000-01-28.TITLE STATUS/ACTIVE

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13-6-1



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INSURANCE STATUS:ACTIVE

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NMNSP0015

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INSURANCE STATUS:ACTIVE

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Oct 12, 2016 9:10:29 AM

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**INSURANCE STATUS:ACTIVE**

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Oct 19, 2016 2:11:28 PM

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Oct 27, 2016 10:38:41 AM

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TITLE/00028334A057863. TITLE DATE/2000-01-28. TITLE STATUS/ACTIVE

INSURANCE STATUS:UNKNOWN

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*208*

1016



Oct 27, 2016 10:51:04 AM

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16





Oct 12, 2016 9:11:14 AM

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MRI 26738810 IN: MVD 15478 AT 12OCT2016 09:13:03 OUT: 25LVP0002 119 AT 12OCT2016  
09:13:03



Region

Oct 12, 2016 9:04:41 AM

Printed By: NM121015919 from: 25LVP0002

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Summary: QUERY: LIC=801MMR

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**NEW MEXICO VEHICLE REGISTRATION**

LIC: 801MMR .STS/SUSPND . EXP/01-2012 . LIT/PV.

**REG STATUS EXPLANATION:**

PLATE STYLE/CITY VEHICLE PLATE

REGION IV NARCOTICS TASK FORCE DOB/20010108

318 MORENO STREET LAS VEGAS, NM 877010000

VIN/JH4KA2654HC030681. VCO/UNK. VYR/1987. VMA/ACUR. VMO/. VST/4D.

VEHICLE REGISTERED IN/SAN MIGUEL(#12)

TITLE/14216934A583760. TITLE DATE/2014-08-04.TITLE STATUS/ACTIVE

**INSURANCE STATUS:SUSPENDED**

MRI 26736000 IN: MVD 15145 AT 12OCT2016 09:06:27 OUT: 25LVP0002 56 AT 12OCT2016  
09:06:27



Region

Oct 12, 2016 9:04:57 AM

Printed By: NM121015919 from: 25LVP0002

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NEW MEXICO VEHICLE REGISTRATION

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Oct 19, 2016 2:12:13 PM

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**REG STATUS EXPLANATION:**

PLATE STYLE/CITY VEHICLE PLATE

REGION IV NARCOTICS TASK FORCE DOB/20020531

318 MORENO STREET LAS VEGAS, NM 877010000

VIN/1B4HS38N92F176783. VCO/BLK. VYR/2002. VMA/DODG. VMO/. VST/UT.

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Oct 12, 2016 9:07:19 AM

Printed By: NM121015919 from: 25LVP0002

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**NEW MEXICO VEHICLE REGISTRATION**

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PO BOX 160 LAS VEGAS, NM 877010000  
VIN/2FAPP71W1YX181842. VCO/UNK. VYR/2000. VMA/FORD. VMO/. VST/4D.  
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INSURANCE STATUS:UNKNOWN

MRI 26736871 IN: MVD 15248 AT 12OCT2016 09:09:04 OUT: 25LVP0002 78 AT 12OCT2016  
09:09:04



125<sup>00</sup>/<sub>521</sub>





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1999 Ford Crown Victoria

Style: Sedan 4D

Edit Options Check Specs Print Report

Mileage: 150000 Change

10 Vehicles. scrap

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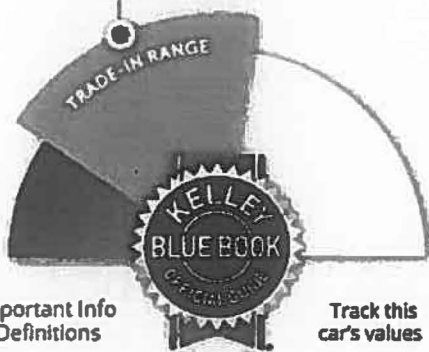
Trade In to a Dealer

Get an Instant Cash Offer

Sell to a Private Party

Trade-in Range  
**\$100 - \$427**

Trade-In Value  
**\$264**



Important Info & Definitions

Track this car's values

Info valid for your area through 10/27/2016

Write a review on your 1999 Ford

Value based on:

Fair

Good

Very Good

Excellent

### Instant Cash Offer

Find Participating Dealers ready to buy your car - today!

Get your offer

### New Cars You Might Like



### Next Steps: Find a Car

Browse reviews, photos, specs and more.

Make

Model

See what you should pay

### The Redesign 2016 Accord Se

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Tucson

**\$199 PER MONTH FOR 36 MONTHS**

22,999 DUE AT LEASE END. MSRP. EX. TAX, LIC. FEES, DEST. CHARGE, TITLE & LICENSE. FOR WELL-QUALIFIED LESSEES ONLY.

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1992 Acura Vigor

Style: LS Sedan 4D

Edit Options Check Specs Print Report

Mileage: 100000 Change

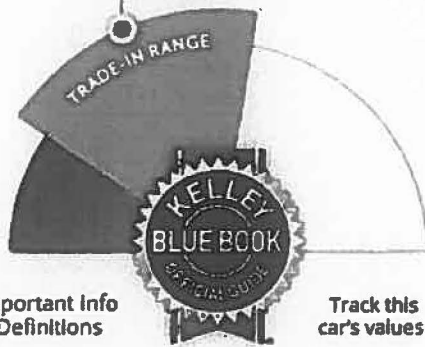
1. Vehicle

# Your Blue Book® Value

- Trade In to a Dealer
- Get an Instant Cash Offer
- Sell to a Private Party

Trade-in Range  
**\$93 - \$304**

Trade-in Value  
**\$199**



Important Info & Definitions

Track this car's values

Info valid for your area through 10/27/2016

Write a review on your 1992 Acura

Value based on:

Fair	Good	Very Good	Excellent
------	------	-----------	-----------

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## New Cars You Might Like



2017 Acura ILX



2015 Infiniti Q40



2016 Infiniti Q50



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1992 Chevrolet Caprice

Style: Sedan 4D

Edit Options Check Specs Print Report

Mileage: 200000 Change

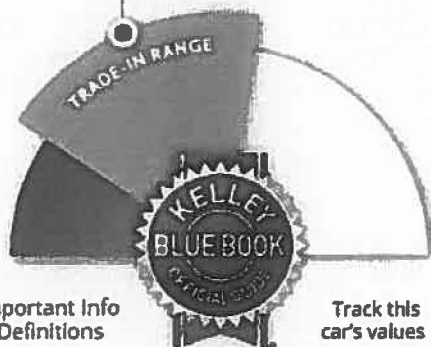
1. Vehicle

# Your Blue Book® Value

- Trade In to a Dealer
- Get an Instant Cash Offer
- Sell to a Private Party

Trade-in Range  
**\$29 - \$390**

Trade-in Value  
**\$210**



Important Info & Definitions

Track this car's values

Info valid for your area through 10/27/2016

Write a review on your 1992 Chevrolet

Value based on

Fair	Good	Very Good	Excellent
------	------	-----------	-----------

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2016 Ford Taurus



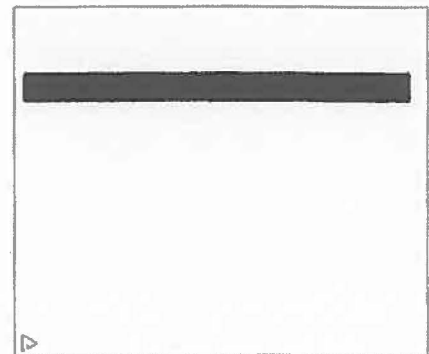
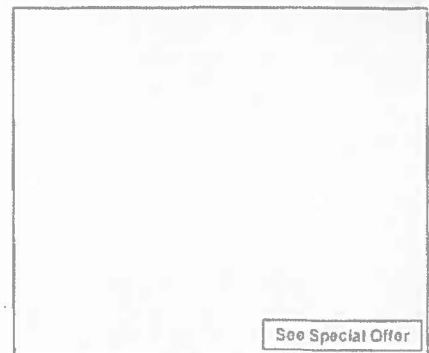
2016 Dodge Charger



2017 Chevrolet Impala



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**DODGE**  
2016 DODGE DURANGO

Standard 7-passenger seating

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2002 Dodge Durango

Style: Sport Utility 4D

Edit Options Check Specs Print Report

Mileage: 150000 Change

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*1* vehicle

# Your Blue Book® Value

Trade In to a Dealer    Get an Instant Cash Offer    Sell to a Private Party

Trade-in Range  
**\$472 - \$969**

Trade-in Value  
**\$721**



**i** Important Info & Definitions

Track this car's values

Info valid for your area through 10/27/2016

Write a review on your 2002 Dodge

Value based on:

Fair	Good	Very Good	Excellent
------	------	-----------	-----------

## Instant Cash Offer

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## New Cars You Might Like

<    >

2017 Dodge Journey    2016 Jeep Wrangler    2017 Chevrolet Traverse


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Browse reviews, photos, specs and more.

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See what you should pay

## Trade In Your Old Vehicle for a New Dodge Durango

As little as  
**\$29,774**  
net cost



**DODGE**

2016 Dodge Durango  
Because out there  
gas stations are few  
and far between

View Program Details  
on Dodge.com

2016 Dodge Durango MSRP

Your Estimated Vehicle Value

Your Potential Net Cost:

Learn More

**\$29,774**

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More Shopping Tools

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**GEICO.**  
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1993 Eagle Talon

Style: DL Coupe 2D

Edit Options Check Specs Print Report

Mileage: 100000 Change

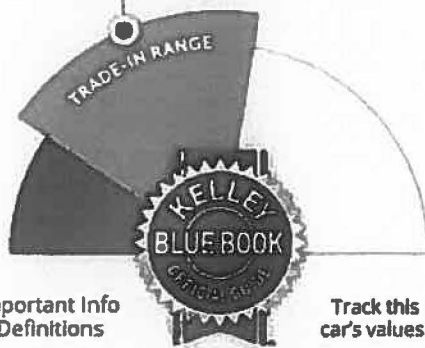
1 vehicle

## Your Blue Book® Value

Trade In to a Dealer    Get an Instant Cash Offer    Sell to a Private Party

Trade-in Range  
**\$491 - \$782**

Trade-in Value  
**\$637**



Important Info & Definitions

Track this car's values

Info valid for your area through 10/27/2016

Write a review on your 1993 Eagle

Value based on:

Fair	Good	Very Good	Excellent
------	------	-----------	-----------

### Instant Cash Offer

Find Participating Dealers ready to buy your car - today!

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### New Cars You Might Like

←    →

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AT A BETTER SUV.

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30 MONTH DUE AT LEASE PROGRAM. 20% SECURITY DEPOSIT REQUIRED. EXCLUDES TAX, TITLE & LICENSE. FOR WELL QUALIFIED LESSEES ONLY.

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125<sup>00</sup>/<sub>521</sub>



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1999 Ford Crown Victoria

Style: Sedan 4D

[Edit Options](#) [Check Specs](#) [Print Report](#)

Mileage: 150000 [Change](#)

10 Vehicles scrap

## Your Blue Book® Value

[Trade In to a Dealer](#)

[Get an Instant Cash Offer](#)

[Sell to a Private Party](#)

### Next Steps: Find a Car

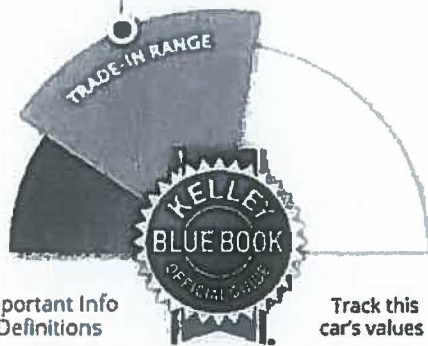
Browse reviews, photos, specs and more.

Make  Model

See what you should pay

Trade-In Range  
**\$100 - \$427**

Trade-In Value  
**\$264**



[Important Info & Definitions](#)

[Track this car's values](#)

Info valid for your area through 10/27/2016

[Write a review on your 1999 Ford](#)

Value based on:

Fair

Good

Very Good

Excellent

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2016 DODGE DURANGO

Standard 7-passenger seating



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2002 Dodge Durango

Style: Sport Utility 4D

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Mileage: 150000 [Change](#)

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*1* vehicle

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Trade-in Range  
**\$472 - \$969**

Trade-in Value  
**\$721**

**TRADE-IN RANGE**

**KELLEY BLUE BOOK OFFICIAL GUIDE**

**i** Important Info & Definitions

Track this car's values

Trade In Your Old Vehicle for a New **Dodge Durango**

As little as  
**\$29,774**  
net cost



**2016 Dodge Durango**  
Because out there gas stations are few and far between

[View Program Detail on Dodge.com](#)



2016 Dodge Durango MSRP

Your Estimated Vehicle Value

Your Potential Net Cost:

\$29,774

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[Write a review on your 2002 Dodge](#)

Value based on:

Fair

Good

Very Good

Excellent

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1993 Eagle Talon

Style: DL Coupe 2D

1 vehicle

[Edit Options](#) [Check Specs](#) [Print Report](#)

Mileage: 100000 [Change](#)

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[Sell to a Private Party](#)

Trade-in Range  
**\$491 - \$782**

Trade-in Value  
**\$637**



[Important Info & Definitions](#)

[Track this car's values](#)

Info valid for your area through 10/27/2016

[Write a review on your 1993 Eagle](#)

Value based on

[Fair](#)

[Good](#)

[Very Good](#)

[Excellent](#)

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### New Cars You Might Like



2016 Ford Fiesta

2015 Ford Focus ST

2016 Ford Focus

### Next Steps: Find a Car

Browse reviews, photos, specs and more.

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**The Redesigned 2016 Accord Sedan**

Visit Your New Mexico Honda Dealer

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**Tucson**

**\$199 PER MONTH FOR 36 MONTHS**

\*MSRP. Excludes tax, license, title, and dealer fees. See dealer for details.

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1992 Acura Vigor

Style: LS Sedan 4D

1. Vehicle

Edit Options Check Specs Print Report

Mileage: 100000 Change

# Your Blue Book® Value

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Get an Instant Cash Offer

Sell to a Private Party

**Next Steps: Find a Car**  
Browse reviews, photos, specs and more

Make  Model

See what you should pay

Trade-in Range  
**\$93 - \$304**  
Trade-in Value  
**\$199**



Important Info & Definitions

Track this car's values

**The Redesigned 2016 Accord Sedan**  
Visit Your New Mexico Honda Dealer



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Write a review on your 1992 Acura

Value based on

Fair

Good

Very Good

Excellent

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2015 Infiniti Q40




2016 Infiniti Q50



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for 36 months on new vehicles

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Credit Union  
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1992 Chevrolet Caprice

Style: Sedan 4D

Edit Options Check Specs Print Report

Mileage: 200000 Change

1. Vehicle

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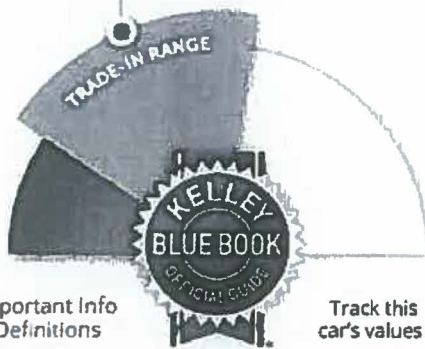
Get an Instant Cash Offer

Sell to a Private Party

Next Steps: Find a Car  
Browse reviews, photos, specs and more.

Make Model

See what you should pay



Info valid for your area through 10/27/2016

Write a review on your 1992 Chevrolet

Value based on

Fair

Good

Very Good

Excellent

## Instant Cash Offer

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## New Cars You Might Like



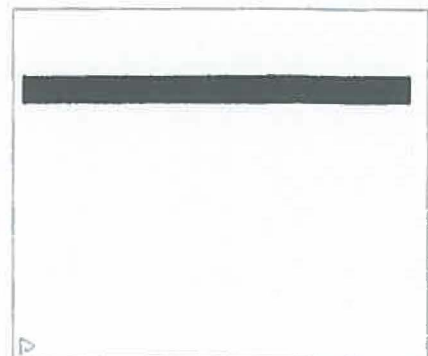
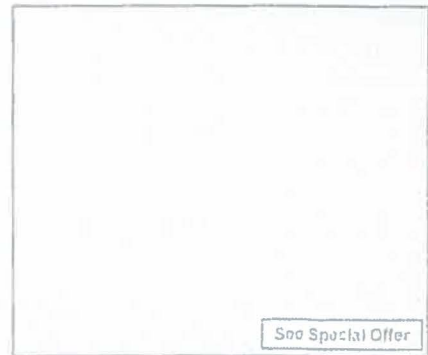
2016 Ford Taurus



2016 Dodge Charger



2017 Chevrolet Impala



Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/26/16

DEPT: Utilities Dept.

MEETING DATE: 11/9/16

**DISCUSSION ITEM/TOPIC:** Souder, Miller & Associates Task Order Amendment #2 – Flood Damaged Utility Infrastructure Design and Utilities.

**BACKGROUND/RATIONALE:** Souder, Miller & Associates will provide engineering services for design and construction phases of the sites that sustained flood damage as a result of the September 2013 flood disaster. This task order will cover the additional design for the skating pond and sedimentation basin dredging, construction plans, bid documents, environmental permitting and engineering services. The amount of the task order is \$64,095.00 including NMGRT.

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

  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

  
TONITA GURULÉ-GIRÓN  
MAYOR

  
RICHARD TRUJILLO  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

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

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)



August 18, 2016

Maria Gilvarry, Utilities Director  
City of Las Vegas  
905 12<sup>th</sup> Street  
Las Vegas, NM 87701

#6422500

**Contract 2766-13: Engineering Services Task Order Amendment No 2– Flood Damaged Utility Infrastructure Design and Construction Services**

Dear Ms. Gilvarry:

Souder, Miller & Associates is pleased to submit the enclosed Task Order proposal to provide design engineering and construction phase services related to the Flood Damaged Utility Infrastructure project.

If you have any questions or need additional information, please do not hesitate to contact us. We appreciate the opportunity to work with the City of Las Vegas.

Sincerely,  
**Souder, Miller & Associates**

A handwritten signature in black ink, appearing to read 'Robert Ederer', written in a cursive style.

Robert Ederer, P.E.  
Project Manager/Senior Engineer

cc: Marvin Cordova, City

Attachments: Amendment No. 2

## ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 31<sup>st</sup> day of October, 2013 by and between the City of Las Vegas, the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this \_\_\_\_\_ day of October, 2016 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

- ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase
- ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase
- ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase
- ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

- LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$\_\_\_\_\_, excluding gross receipt tax and reimbursable expenses
- STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$27,429.00 without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

- LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$\_\_\_\_\_, excluding gross receipt tax and reimbursable expenses
- STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed \$32,298.00 without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be (as specified in the Attachments) calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is

complete and accepted by the OWNER.

OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be as detailed in the Attachments.

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: \_\_\_\_\_

Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

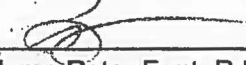


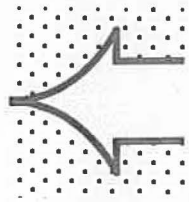
Type Name Robert Ederer  
Title Project Manager  
Date 10/13/16

OWNER: City of Las Vegas, New Mexico

By \_\_\_\_\_  
Type Name Richard Trujillo  
Title City Manager  
Date \_\_\_\_\_


ENGINEER: Souder, Miller & Associates

By  \_\_\_\_\_  
Type Name Peter Fant, P.E.  
Title President & CEO  
Address 2904 Rodeo Park Drive  
Santa Fe, NM  
Date 10/13/16



REVIEWED: FUNDING AGENCY

NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

Recommend Signature  
  
Date: 20 OCT 16

Recommend Signature  
\_\_\_\_\_  
Date: \_\_\_\_\_

## **SUMMARY OF COST PROPOSAL**

### **(Compensation for Engineering Services)**

The following Summary of Cost Proposal includes a cost breakdown of services to be provided via the present Agreement for Engineering Services, according to each major developmental phase as presented in Section B of the Agreement.

A detailed breakdown of each phase is included in subsequent Attachments and their related Exhibits.

## Summary of Cost Proposal

### Souder, Miller & Associates

#### Professional Services and Expenses Task/Hours/Fee Breakdown Related To

<b>Project Description:</b>	Engineering Services for Amendment No. 2	
<b>Project Number:</b>	6422500	
<b>Owner:</b>	City of Las Vegas	
<b>Date of Submittal:</b>	September 29, 2016	
<b>Tax Rate on Services:</b>	7.3125%	Albuquerque
	8.3958%	Las Vegas*

TOTALS			
PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Amount
Design Phase - Basic Engineering Services	\$ 16,071.25	\$ 1,175.21	\$ 17,246.46
Construction Phase - Basic Engineering Services	\$ 11,357.50	\$ 830.52	\$ 12,188.02
<b>TOTAL ENGINEERING SERVICES</b>	<u>\$ 27,428.75</u>	<u>\$ 2,005.73</u>	<u>\$ 29,434.48</u>
Design Phase - Additional Services (Permitting)	<u>\$ 32,298.43</u>	<u>\$ 2,361.82</u>	<u>\$ 34,660.25</u>
<b>TOTALS</b>	<b>\$ 59,727.00</b>	<b>\$ 4,368.00</b>	<b>\$ 64,095.00</b>

ENGINEER will perform the work on a time and expense basis per the Professional Fee Schedule provided in Attachment No. 1.



**PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2016**

**PROFESSIONAL SERVICES**

Professional Staff

Principal	\$ 200.00	per hour
Senior Design Manager	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor/Manager II	\$ 160.00	per hour
Senior Engineer/Scientist/Surveyor/Manager I	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor/Manager II	\$ 120.00	per hour
Project Engineer/Scientist/Surveyor/Manager I	\$ 105.00	per hour
Staff EIT/Scientist/LSIT II	\$ 90.00	per hour
Staff EIT/Scientist/LSIT I	\$ 80.00	per hour

Technical Staff

Senior Engineering/Design/Survey Tech V	\$ 115.00	per hour
Senior Engineering/Design/Survey Tech IV	\$ 100.00	per hour
Engineering/CAD/Design/Survey/Field Tech III	\$ 85.00	per hour
Engineering/CAD/Design/Survey/Field Tech II	\$ 75.00	per hour
Engineering/CAD/Design/Survey/Field Tech I	\$ 65.00	per hour
Construction Observer III	\$ 90.00	per hour
Construction Observer II	\$ 75.00	per hour
Construction Observer I	\$ 55.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 80.00	per hour
Project Financial/Manager Assistant I	\$ 65.00	per hour
Administrative Assistant IV	\$ 105.00	per hour
Administrative Assistant III	\$ 85.00	per hour
Administrative Assistant II	\$ 65.00	per hour
Administrative Assistant I	\$ 45.00	per hour

**EXPENSES**

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

**OTHER SERVICES**

- Telephone/facsimile/postage @ actual cost
- Mileage @ \$0.54 per mile (or current IRS rate)
- Per diem \$140.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

**SUBCONTRACTED SERVICES**

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% Interest charge per month will be applied to all invoices not paid within 30 days.

## **ATTACHMENT II**

### **Agreement for Engineering Services**

#### **Exhibit B - Design Services Scope of Work and Cost Proposal**

##### **Exhibit B.1 - Scope of Work**

Including: Project Description  
Scope of Work: Basic Engineering Services  
Scope of Work: Additional Engineering Services  
Schedule for Deliverables  
Compensation for Engineering Services during the Design Phase  
Interim or Partial Payments

##### **Exhibit B.2 – Cost Proposal**

## EXHIBIT B.1 - SCOPE OF WORK Amendment No. 2 to Las Vegas Contract 2766-13

### Engineering Services during the Design Phase

**Name of Project:** Flood Damaged Utility Infrastructure Project  
**Project Number:** 6422500  
**Name of Owner:** City of Las Vegas, New Mexico  
**Project Description:** Design repairs to the raw water facilities damaged by the September 2013 Flood Disaster (FEMA 4152-NM-DR), per Project Worksheets LVC-001D, -002D, -005D including Amendment No. A3 (PW 468 and 469)

#### Scope of Work: Basic Engineering Services during the Design Phase

Souder, Miller & Associates (ENGINEER) proposes to provide *Engineering Services for during the Design and Construction Phase to the Flood Damaged Utility Infrastructure project* for Site 1 (Gallinas River Raw Water Diversion Structure), Site 2 (Gallinas River Raw Water Pipe Bridge Structure), Site 5 (Valencia Street Pedestrian and Pipeline Structure, and Site 6 (Wastewater Treatment Plant Access Road) that was designed and bid by ENGINEER in 2015.

#### ▪ Task 1 – Revise “RE-BID 2” Project Manual

The ENGINEER will revise the “RE-BID 2” version of the Project Manual to include Federal Emergency Management Agency (FEMA) Project Worksheets (PWs) LVC-001D (Gallinas River Raw Water Diversion Structure), -002D (Gallinas River Raw Water Pipe Bridge Structure) and -005D (Valencia Street Pedestrian Bridge and Pipeline Crossing).

The ENGINEER will add two additional sites to the project that are referred to as PW 428 (Pre sedimentation Basin sediment removal) and PW 429 (Skating Pond sediment removal) will be added. This work will include preparation of two additional drawing sheets depicting the areas of sediment removal that will be added to the previously prepared plan set and modification of the bid/contract documents. Plan view drawings will identify the limits of construction, identification of work to be performed and protection of existing features. No surveying or soil/sediment testing is included.

#### ▪ Task 2 – Skating Pond (PW 429) Dredging Environmental Permit

The ENGINEER will prepare and submit an application with the supporting documentation required to apply for a U.S. Army Corps of Engineers (USACE) individual 404 permit for dredging the sediment from the Skating Pond. The supporting documentation includes additional cultural, biological and wetland resources studies.

**Schedule for Deliverables:**

The deliverables and corresponding due dates for the work described above are as follows:

<u>Deliverable</u>	<u>Contract Time</u>
Draft Project Manual for City review	3 weeks from notice to proceed.
Final Project Manual (Issue for bid)	2 weeks from receipt of comments/revisions.

**Compensation for Engineering Services during the Design Phase:**

Compensation for Engineering Services during the Design Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for said services described above and as detailed in the attached Exhibit B.2 - Cost Proposal, shall not exceed \$48,370.00 without prior written approval of the OWNER and with Funding Agency concurrence.

<b>Category of Work</b>	<b>Subtotal</b>	<b>NMGRT</b>	<b>Amount</b>
Construction Plans and Bid/Contract Documents	16,071.25	1,175.21	17,246.46
Environmental Permits (PWs 429)	<u>32,298.43</u>	<u>2,361.82</u>	<u>34,660.25</u>
<b>Design Phase Engineering Services Subtotal</b>	<b>48,370.00</b>	<b>3,537.00</b>	<b>51,907.00</b>

**Interim or Partial Payments:**

OWNER shall pay ENGINEER for Basic Engineering Services during the Design Phase related to the preparation of Design Drawings, Technical Specifications and Contract Documents, as set forth above and detailed in Exhibit B.2 - Cost Proposal, by the standard hourly rate method not exceeding a total amount of \$48,370.00, plus NMGRT, invoiced monthly by the ENGINEER on a percent complete basis, and will be considered 100% complete upon submittal of the final draft set to the OWNER and Funding Agency for review.

**EXHIBIT B.2 - COST PROPOSAL**  
**Souder, Miller & Associates**  
**Professional Services and Expenses Task/Hour/Fee Breakdown Related To**  
**DESIGN PHASE - BASIC ENGINEERING SERVICES**

Date of Submittal: September 20, 2016																									
Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Project Eng./Sci. Mgr II	Project Eng./Sci. Mgr I	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Sr. Eng. Des/Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Eng/CAD Surv/Field Tech I	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Admin III	Admin II	Admin I	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task	
Billing Rate per Unit	\$ 200	\$ 180	\$ 180	\$ 140	\$ 120	\$ 105	\$ 90	\$ 80	\$ 100	\$ 85	\$ 75	\$ 65	\$ 80	\$ 85	\$ 100	\$ 80	\$ 85	\$ 45	\$ 0.575	\$ 1.00	\$ 129				
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	MI	Actual	Days	\$	\$	\$	
<b>Task</b>																									
Project Administration																									
Scoping Meetings w/ Client			18																	500			\$ 2,848		
Subtotal Hours:	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0	0	\$ 2,848	\$ -	\$ 2,848	
Subtotal Cost:	\$ -	\$ -	\$ 2,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 288	\$ -	\$ -	\$ 2,848		
<b>Final Design</b>																									
Final Design (Below):																								\$ -	
Sed Basin Plan		0	4					8		16				1										\$ 2,720	
Skating Basin Plan		0	4					8		16				1										\$ 2,720	
Prepare Complete Plan Set			2					8		16															
In-House Quality Control		4	4					4		8														\$ 2,360	
Design Review (Address City Cmte)		2	8					8		8										250				\$ 3,104	
Subtotal Hours:	0	8	22	0	0	0	0	36	0	64	0	0	2	0	0	0	0	0	250	0	0	\$ 10,904	\$ -	\$ 13,224	
Subtotal Cost:	\$ -	\$ 1,080	\$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ 2,880	\$ -	\$ 5,440	\$ -	\$ -	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ 13,224		
Total Cost of Preliminary and Final Design Phase Services:																							\$ 13,224		

<b>ADDITIONAL ENGINEERING SERVICES</b>																								
Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Project Eng./Sci. Mgr II	Project Eng./Sci. Mgr I	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Sr. Eng. Des/Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Eng/CAD Surv/Field Tech I	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Admin III	Admin II	Admin I	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 180	\$ 140	\$ 120	\$ 105	\$ 90	\$ 80	\$ 100	\$ 85	\$ 75	\$ 65	\$ 80	\$ 85	\$ 100	\$ 80	\$ 85	\$ 45	\$ 0.575	\$ 1.00	\$ 129			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	MI	Actual	Days	\$	\$	\$
<b>Task</b>																								
US ACOE 404 Permit Application	0.5		20	28	72									2				8		180			\$ 16,844	\$ -
Cultural, Biological & Wetland Survey																								\$ 15,655
Subtotal Hours:	0.5	0	20	28	72	0	0	0	0	0	0	0	2	0	0	0	8	0	180	0	0	16643.5	\$ -	
Subtotal Cost:	\$ 100	\$ -	\$ 3,200	\$ 3,920	\$ 8,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180	\$ -	\$ -	\$ -	\$ 520	\$ -	\$ 104	\$ -	\$ -	\$ 18,844	\$ 15,655	\$ 32,298

## **ATTACHMENT III**

### **Agreement for Engineering Services**

#### **Exhibit C – Construction Services Scope of Work and Cost Proposal**

##### **Exhibit C.1 - Scope of Work**

Including: Project Description  
Scope of Work: Basic Engineering Services Scope  
of Work: Additional Engineering Services  
Schedule for Deliverables  
Compensation for Engineering Services during the Construction Phase  
Interim or Partial Payments

##### **Exhibit C.2 – Cost Proposal**

## **EXHIBIT C.1 - SCOPE OF WORK Amendment No. 2 to Las Vegas Contract 2766-13**

### **Engineering Services during the Construction Phase**

**Name of Project:** Flood Damaged Utility Infrastructure Project  
**Project Number:** 6422500  
**Name of Owner:** City of Las Vegas, New Mexico  
**Project Description:** Design repairs to the raw water facilities damaged by the September 2013 Flood Disaster (FEMA 4152-NM-DR), per Project Worksheet LVC001D including Amendment No. A3 (PW 468 and 469)

#### **Scope of Work: Basic Engineering Services during the Construction Phase**

Souder, Miller & Associates (ENGINEER) proposes to provide *Engineering Services for during the Design and Construction Phase to the Flood Damaged Utility Infrastructure project* for Site 1 (Gallinas River Raw Water Diversion Structure), Site 2 (Gallinas River Raw Water Pipe Bridge Structure), Site 5 (Valencia Street Pedestrian and Pipeline Structure, and Site 6 (Wastewater Treatment Plant Access Road) that was designed and bid by ENGINEER in 2015.

Two additional sites referred to a PW 428 (Pre sedimentation Basin sediment removal) and PW 429 (Skating Pond sediment removal) will be added the project. This task order scope of work adds preparation of design and construction drawings, permit application, revision of bid and contract documents, project bidding, recommendation of award and construction oversight.

ENGINEER was previously contracted to provide engineering design services to the project under Las Vegas Contract #2766-13 (Amendment No. 1), executed September 23, 2014. Engineering services during construction phase services were not included in Amendment 1.

#### **▪ Task 3 - Bidding & Recommendation of Award**

ENGINEER will provide bid phase services associated with a single round of bidding for the proposed project. These services will include: preparation and distribution of a maximum of ten (10) bid packages to prospective bidders and plan rooms and posting of an electronic bid via the ENGINEER web site; attendance at a pre-bid conference and bid opening to be held at OWNER facilities; answering contractor (bidder) questions; review and documentation of the bids received by ENGINEER, on behalf of the OWNER; and recommendation of award to the OWNER.

**Scope of Work: Additional Engineering Services during the Construction Phase**

No Additional Engineering Services during the Construction Phase are included.

**Schedule for Deliverables:**

The deliverables and corresponding due dates for the work described above are as follows:

<u>Deliverable</u>	<u>Contract Time</u>
Certified Bid Tabulation	1 week following opening of bids.

**Compensation for Engineering Services during the Construction Phase:**

Compensation for Basic Engineering Services during the Construction Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for said services described above and as detailed in the attached Exhibit C.2 - Cost Proposal, shall not exceed \$11,358.00 without prior written approval of the OWNER, and with Funding Agency concurrence.

<b>Category of Work</b>	<b>Subtotal</b>	<b>NMGRT</b>	<b>Amount</b>
Bid Solicitation	11,357.50	830.52	12,188.02
<b>Construction Phase Services Subtotal</b>	<b>11,358.00</b>	<b>831.00</b>	<b>12,188.00</b>

Compensation for Additional Engineering Services during the Construction Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for said services described above and as detailed in the attached Exhibit C.2 - Cost Proposal, shall not exceed \$0.00 without prior written approval of the OWNER, and with Funding Agency concurrence.

**Interim or Partial Payments:**

OWNER shall pay ENGINEER for Basic Engineering Services during the *Construction Phase* related to the solicitation of bids, as set forth above and detailed in Exhibit C.2 - Cost Proposal, by the standard hourly rate method not exceeding a total amount of \$11,358.00 plus NMGRT, invoiced monthly by the ENGINEER on a percent complete basis, and will be considered 100% complete upon submittal of the final draft set to the OWNER and Funding Agency for review.

OWNER shall pay ENGINEER for Additional Engineering Services during the *Construction Phase* as set forth above and detailed in Exhibit B.2 - Cost Proposal, by the standard hourly rate method not exceeding a total amount of \$0.00 plus NMGRT upon submittal of monthly invoices to the OWNER.



EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Owner: City of Las Vegas  
Date of Submittal: September 20, 2018

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Staff EIT/LSIT Sc. II	Staff EIT/LSIT Sc. I	Sr. Eng. Des./Surv. Tech V	Sr. Eng. Des./Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Eng/CAD Surv/Field Tech I	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Admin III	Admin II	Admin I	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 140	\$ 90	\$ 80	\$ 115	\$ 100	\$ 85	\$ 75	\$ 65	\$ 80	\$ 65	\$ 100	\$ 80	\$ 65	\$ 45	\$ 0.575	\$ 1.00	\$ 129			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
<b>P1. Bidding or Negotiating Phase Services</b>																							
Bid Administration																							
Preparation/Distribution Packets (10)		2	2			8			16			2			8							\$ -	
Pre-Bid Conference			12			12												250	50			\$ 3,074	
Addenda and Clarifications			4			18																\$ 1,920	
Bid Opening			6															250				\$ 1,104	
Evaluate Bids and Tabulate			2			8																\$ 960	
Recommendation/Award of Bid		1	2			4																\$ 820	
<b>Subtotal Hours:</b>	<b>0</b>	<b>3</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>50</b>	<b>0</b>	<b>\$ 11,358</b>	<b>\$ -</b>	<b>\$ 11,358</b>
<b>Subtotal Cost:</b>	<b>\$ -</b>	<b>\$ 540</b>	<b>\$ 4,480</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,640</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,360</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 160</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 640</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 288</b>	<b>\$ 50</b>	<b>\$ -</b>	<b>\$ 11,358</b>	<b>\$ -</b>	<b>\$ 11,358</b>
																					<b>Total Cost of Bidding or Negotiating Phase Services:</b>		<b>\$ 11,358</b>
<b>P2. Construction Phase Services</b>																							
Construction Administration																							
Pre-Construction Conf Prep																						\$ -	
Pre-Construction Conference																						\$ -	
Review/Approve Submittals																						\$ -	
Evaluate Contractor Pay Requests (8)																						\$ -	
Coordinate Partial Payments (8)																						\$ -	
Closeout Documents/Procedures																						\$ -	
Record Drawings																						\$ -	
<b>Subtotal Hours:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Subtotal Cost:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Construction Observation by Engineer																							
Construction Observation																							
Number of Visits = 12																						\$ -	
Hours per visit = 8																						\$ -	
<b>Subtotal Hours:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Subtotal Cost:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
																					<b>Total Cost of Construction Phase Services:</b>		<b>\$ -</b>
																					<b>Total Cost of Construction Phase Basic Engineering Services:</b>		<b>\$ 11,358</b>

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/26/16

DEPT: Utilities Dept.

MEETING DATE: 11/9/16

**DISCUSSION ITEM/TOPIC:** Resolution No. 16-43 authorizing submission of a grant application for funding assistance to the United States Environmental Protection Agency Brownfields Program.

**BACKGROUND/RATIONALE:** The City of Las Vegas is submitting an application for funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence 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 GURULÉ-GIRON  
MAYOR

  
\_\_\_\_\_  
RICHARD TRUJILLO  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

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

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Revised 4/20/16

**CITY OF LAS VEGAS  
RESOLUTION NO. 16-43**

**AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FUNDING AND PROJECT APPROVAL TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**WHEREAS**, the City of Las Vegas is a qualified entity under the Code of Federal Regulations Title 40 Part 31 and the Governing Body is authorized to request funds for financing of the Brownfields Assessment for benefit of the Borrower and the public; and

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) has instituted a program for financing of projects identified as “Brownfields”, and has developed an application procedure whereby the Governing Body may submit an application (“Application”) for financial assistance from the Authority for assessment of identified Brownfields; and

**WHEREAS**, the Governing Body intends to undertake construction and improvement of the Gallinas River Park for the benefit of the Borrower and its residents; and

**WHEREAS** the application prescribed by the EPA will be submitted to the EPA for its consideration and review as required as part of the Application.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS:**

That the officers and employees of the Governing Body are hereby directed and requested to submit the Application to the EPA for its review and are further authorized to take such other action as may be requested by the EPA in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY ONLY

\_\_\_\_\_  
H. Chico Gallegos, City Attorney

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 10/26/16

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/09/16

**DISCUSSION ITEM/TOPIC:** Award request for proposals #2017-07 for diesel repair services for the waste water, gas, solid waste and water divisions to D.A.G Enterprises and enter into agreement.

**BACKGROUND/RATIONALE:** The City of Las Vegas has diesel powered heavy equipment and vehicles that require regular maintenance due to extended use. This RFP will allow the City to hire a mechanic to provide diesel repair services for heavy equipment and vehicles as needed.

Advertised: 08/21/16; Las Vegas Optic, Albuquerque Journal and City Website  
Bid Opening: September 13, 2016  
Number of Proposers: 1 – D.A.G Enterprises  
Amount: 75.00 per hour  
Budget Line Item: Numbers vary per division.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULÉ-GIRÓN  
MAYOR  
  
RICHARD TRUJILLO  
CITY MANAGER

ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

PURCHASING AGENT  
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE REVIEWED)



**REQUEST FOR  
PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m. on Sept 13, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS WASTE WATER, WATER, GAS  
AND SOLID WASTE DIVISIONS**

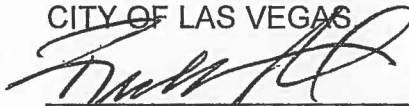
Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701;

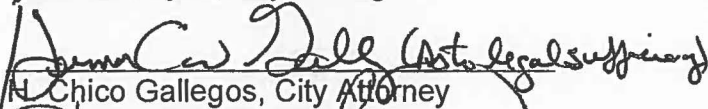
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: DIESEL REPAIR SERVICES, Opening No. 2017-07; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

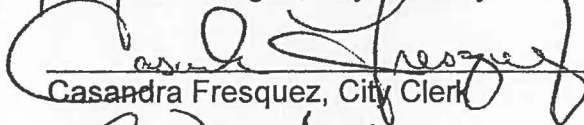
CITY OF LAS VEGAS



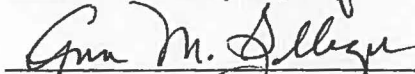
Richard Trujillo, City Manager



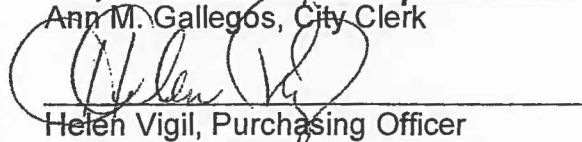
Chico Gallegos, City Attorney



Casandra Fresquez, City Clerk



Ann M. Gallegos, City Clerk



Helen Vigil, Purchasing Officer

Opening No. 2017-07

Date Issued: 8/17/2016

Published: Las Vegas OPTIC Aug 22, 2016  
Albuquerque Journal Aug 22, 2016  
City of Las Vegas website: www.lasvegasnm.gov



## STANDARD PROPOSAL CLAUSES

### AWARDED PROPOSAL

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

### TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Sept 13, 20 16; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: Sept, 20 16. The successful offeror will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

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

### RESPONSIBILITY OF OFFEROR

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

### NON-COLLUSION

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

### CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the



scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

#### MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

#### APPLICATION OF PREFERENCE

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

#### FEDERAL TAX IDENTIFICATION NUMBER

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

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

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

#### NEW MEXICO TAX IDENTIFICATION NUMBER

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

New Mexico (CRS) Tax Identification Number: \_\_\_\_\_

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

#### SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted

proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

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

#### NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

#### CONTRACT

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

#### TAXES:

Bidder must pay all applicable taxes.

#### NOTE:

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

(The above fields are unlimited in size)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

- OR -

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

REQUEST FOR PROPOSALS  
FOR DIESEL REPAIR-SERVICES  
FOR THE CITY OF LAS VEGAS GAS, WATER,  
WASTE WATER, SOLID WASTE DIVISIONS

The City of Las Vegas, New Mexico is requesting proposals for diesel repair services for City of Las Vegas Gas, Water, Waste Water and Solid Waste divisions as defined in the scope of work.

A. SCOPE OF WORK

The offeror shall perform diesel repair services on an as needed basis, as hereafter stated.

Qualifications shall include the following:

1. Work requires a practical knowledge of Fleet Diesel Service & Maintenance, normally acquired through four (4) years of Diesel Equipment repair experience.
2. Valid New Mexico Class A Driver's License.
3. Electrical schematic diagnosis training.
4. Certified to perform Diesel Mechanical Inspection and provide cost estimate.
5. Must possess a valid tax identification number.
6. Must be within proximity of the City of Las Vegas.

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of offeror's proposal.

2. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas diesel equipment. Respond to this as Section B of offeror's proposal.

3. LICENSES:

The offeror shall show that he / she has a New Mexico general Contractors license (if applicable) and all other licenses required by law to perform the work required by this contract. All such licenses shall

be held by the offeror or his / her subcontractors at the time the proposal is submitted. Respond to this section as Section C in offeror's proposal.

4. NECESSARY LABOR AND EQUIPMENT:

The offeror shall show that he / she has the necessary labor and tools for servicing vehicles/equipment. Tools and labor shall be available as needed within the specified time line. Respond to this section as Section D in offeror's proposal.

5. EXPERIENCE IN DIESEL REPAIR SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in offeror's proposal.

6. EXPERIENCE WITH DIESEL EQUIPMENT:

The offeror shall demonstrate at least five (5) years of proven performance working with diesel vehicles/equipment.

7. DOCUMENTATION:

The offeror shall provide documentation of operator's qualifications. The offeror shall indicate his / her minimum stock of replacement parts and anticipated delivery time for un-stocked replacement items and parts. Respond to this section as Section G in offeror's proposal.

8. FACILITIES:

The offeror shall show that he / she has a machine shop facility or arrangements with a machine shop to perform work on a priority basis and adequate space for storing parts and other mechanical repair capabilities. If the offeror has arrangements with a machine shop, a copy of the agreement shall be attached. Respond to this section as Section H in offeror's Proposal.

9. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the offeror's credit rating. Respond to this section as Section I in offeror's proposal.

10. EQUIPMENT SELECTION SERVICES:

Should some of the work require the Contractor to prepare fabrication shop drawings or quotes as requested, the calculations and recommendations shall be submitted to the City for review and approval. Describe your staff capabilities or arrangements with another firm to accomplish this work. Respond to this section as Section J in offeror's proposal.

11. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional

information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in offeror's proposal.

12. NOTE:

Number of pages should not exceed a total of 15.

13. WITHDRAWAL OF PROPOSAL:

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

14. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

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

15. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the offeror accepts the terms and conditions contained in these contract documents referred to herein.

16. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 20%
2. Capacity and Capability: Offerors willingness, capacity and capability to perform Maintenance/Emergency services on a timely basis .....25%
3. Past Record of Performance and Familiarity to vehicles/equipment:.....20%

- 4. Familiarity with City of Las Vegas vehicles/equipment.....25%
- 5. Proximity to Las Vegas New Mexico.....10%

17. AWARD OF CONTRACT:

The owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible offeror whose Proposal best meets the specifications. In awarding the Contract, the owner shall determine, at his discretion, whether an offeror is qualified to perform the Contract, and whether it is to the interest of the owner to accept the offer. The City reserves the right to make multiple awards.

18. BONDS:

The successful offeror will be required to furnish a Performance Bond, in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful offeror, as Contractor, will be required to execute also included herewith.

19. INSURANCE CERTIFICATE:

The offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful offeror will be required to furnish insurance certification for the insurance required.

20. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the offeror selected.

A. Funding

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.



B. Term

The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

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

- A. Contractor
- B. Owner
- C. Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:

- A. Notice to offerors
- B. Instructions and Information for offerors
- C. Proposal
- D. Cost
- E. Contract Agreement
- F. Performance Bond
- G. Labor and materials Payment Bond
- H. General conditions and Provisions of the Scope of Service
- I. Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each offeror shall submit the original and five (5) of the following documents:

- A. Proposal
- B. Offeror Information Form
- C. List of Subcontractors
- D. Contractor's Bonds
- E. Campaign Contribution Disclosure Form

**EVALUATION SHEET**

OFFERORS:  
Proposal must address each of the following criteria.

EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>RATING SHEET FOR: Diesel Repair Services - Utilities</b>		
<b>Offeror:</b> _____		
<b>ITEM</b>	<b>POSSIBLE POINTS</b>	<b>POINTS AWARDED</b>
<b>RFP – DIESEL REPAIR SERVICES - Utilities</b>		
1. Personal/Personnel Experience	<u>20</u>	
2. Capacity and Capability	<u>25</u>	
3. Past Record of Performance	<u>20</u>	
4. Familiarity with the City of Las Vegas vehicles / equipment	<u>25</u>	
5. Proximity to Las Vegas New Mexico	<u>10</u>	
<b>TOTAL</b>	<b><u>100</u></b>	



City Manager & City Attorney's Office

Date Submitted: 08/11/16

Department Submitting: Finance Department

I am in receipt of the document for review submitted by: Ann Marie

Document to be Reviewed: Request for Proposals

Urgency:     High Priority     Medium Priority     Low Priority

Deadline: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Approved / Disapproved:

\_\_\_\_\_  
Richard Trujillo, City Manager

\_\_\_\_\_  
Date

Approved  Disapproved:

H. Chico Gallegos  
H. Chico Gallegos, City Attorney

Aug 15, 2016  
Date

Date Documents Picked Up: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



**REQUEST FOR PROPOSALS**

**DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS, WASTE  
WATER, WATER, GAS & SOLID WASTE DEPARTMENTS**

Opening No. 2017-07

**RECEIVED**  
SEP 13 2016

CITY OF LAS VEGAS  
PURCHASING DEPT

*2:28  
JL*

**Index**

**For**

**Diesel Repair Services for the City of Las Vegas, Waste Water,  
Water, Gas & Solid Waste Departments**

**Proposal for D.A.G. Enterprises of N.M., LLC**

**Resume**

**ASE Certifications/Licenses/Degree**

**Clarification of Proposal**

**Offeror Information**

**Disclosure of Contributions**

**Criteria for Acceptance and Evaluation of Proposals**

**Insurance**

## **Diego A. Griego**

258A Montezuma Route

Las Vegas, NM 87701

Phone: (505)425-8918

Cell Phone: (505)617-0922

Fax: (505)425-9516

Email: [griego\\_diego@hotmail.com](mailto:griego_diego@hotmail.com)

## **Education**

1980-1982 New Mexico Highlands University Las Vegas, NM  
A.S. Industrial Arts: Graduated

1978-1980 Luna Vocational Technical Institute Las Vegas, NM  
Certified Welder

1976-1980 West Las Vegas High Las Vegas, NM  
High School Diploma

## **Professional Experience**

1999-2016 Owner/Operator of D.A.G. Enterprises Specializing in Diesel Mechanics

1985-1999 Rocky Road Gravel Products Las Vegas, NM General Manager

1982-1986 Yeargin Western Construction Arizona

Plant Operator

Loader Operator

Dozer Operator

Maintenance

Electrical

## **Licenses**

GB 98

Class A CDL

GF 7,8,9

## **Certificates**

ASE/Heavy/Medium Truck Technician

Crusher School (Rust Tractor)

Air Brakes (Drive Train Industries)

Supervisory Training in alcohol and controlled substance abuse

Explosives

**City of Las Vegas Diesel Proposal  
D.A.G. Enterprises of N.M., LLC**

**Personal Experience:**

Diego Griego: 34 Years Experience  
ASE Certified in Heavy Truck  
Licensed Contractor  
Diesel Mechanics  
Associates in Machine Tech  
Certified in Welding  
Class A CDL

**Personnel Experience:**

John R. Ulibarri: 6 Years Experience, Universal Technical Institute  
Jeremy Gonzales: 6 Years Experience, Universal Technical Institute  
Marvin Gallegos: 34 Years Experience  
Jose Griego: 6 Years Experience

**Size of Facility/Ability to conduct work during adverse weather conditions:**

52x60x17 Heated steel building  
Two bays, 60' long with 14' high doors  
Bay one is drive through  
One bay has a pit for easy access for oil changes and under vehicle inspections.  
Facility capable of holding two semi-trucks and trailers  
Two service trucks for on site mechanic work and welding

**Experience with heavy and light equipment and maintenance requirements:**

**D.A.G. Enterprises has been providing mechanic services for:**

The City of Las Vegas for 16 years  
Franken Construction for 16 years  
BNSF for 15 years  
Amerigas for 16 years  
New Mexico Highlands University for 14 Years  
Dead Horse Ranch  
Ruby Ranch  
Hutchison Ranch  
Love Lady Ranch

**Proof of Liability Insurance:**

Insurance provided by Colony National Insurance Company  
\*See enclosed copy

**In good standings with the City of Las Vegas:**

**Currently doing service for:**

Streets Department  
Waste Water Department  
Fire Department

Solid Waste Department

Airport

LVPD

Gas Department

Water Department

**Capacity:**

D.A.G. Enterprises currently has 4 Technicians in order to meet the demands of any emergency situations.

Two Technicians have over thirty years of experience in heavy equipment mechanics, hydraulics and welding.

Universal Technical Institute Graduate, service writer/tech.

**Shop Location:**

258A Montezuma Rt.





COMMERCIAL DRIVER'S LICENSE  
 License # 013870144 ISSUED 02/04/2016  
 Date of Birth 01/07/1962 EXPIRES 02/06/2024  
**GRIEGO**  
**DIEGO ANTONIO**  
 5 LUCILLE L  
 LAS VEGAS, NM 87701

SEX M HEIGHT 5'10"  
 WEIGHT 250 EYES BRO  
 CLASS A ENDORSEMENTS NTW  
 RESTRICTIONS B

DIA

# CERTIFICATE OF PROFICIENCY

This certifies that

Diego Griego

has successfully completed

Welding

at

**Luna Vocational Technical Institute**

DAY

Division

Las Vegas, New Mexico

for the year

1978-1979



INSTRUCTOR

PRESIDENT, BOARD OF EDUCATION

SCHOOL DIRECTOR

SCHOOL PRESIDENT

*[Handwritten signature]*

*Lawrence Cino*  
*[Handwritten signature]*

County Business License Registration

No. 0121

\$36.00

STATE OF NEW MEXICO



COUNTY OF SAN MIGUEL

WHEREAS, Diego Griego an agent, person, firm, corporation or association known as

**D.A.G ENTERPRISES OF NM, LLC**

engaged in a business or occupation within the unincorporated area of San Miguel County, New Mexico, has made application for a business license registration as Diesel Repair/Welding, and has paid to the Collector of aforesaid County the fee of (\$ 36.00), the amount required by law.

THEREFORE, license has been granted to the said Diego Griego to carry on said business in said County and State, for the period of 12 months commencing January 1, 2016 and ending December 31, 2016, under the provisions of the law in such case made and provided.

IN WITNESS WHEREOF, said business license registration approved at Las Vegas, San Miguel County, New Mexico.

on this 8th day of February, 2016

*Alex Tajoya* 2/8/16  
Planning and Zoning Division Date

Received of Diego Griego the sum of THIRTY-SIX AND 00/100 in full payment of the above license.

*LL*  
Collector

2.10.16  
Date



FOLD ALONG PERFORATION TO REMOVE CERTIFICATE

ASE-1588-6591



National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

Be it known that

**DIEGO A GRIEGO**

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**MEDIUM/HEAVY TRUCK TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT	EXPIRES
DIESEL ENGINES	JUNE 30, 2019
DRIVE TRAIN	JUNE 30, 2019
BRAKES	JUNE 30, 2019
SUSPENSION AND STEERING	JUNE 30, 2019
PREVENTIVE MAINTENANCE AND INSPECTION	JUNE 30, 2019
.....	.....

GIVEN THIS 31ST DAY OF MAY 2014, AT LEESBURG, VIRGINIA

ASE-1588-6591  
AN IDENTIFICATION NUMBER

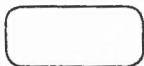
*Timothy A. Zick*  
TIMOTHY A. ZICK, President

CITY OF LAS VEGAS, NEW MEXICO  
**BUSINESS LICENSE/REGISTRATION**

BUSINESS: D.A.G. ENTERPRISES OF NEW MEXICO, LLC

**LICENSE # 1048**

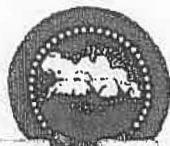
ADDRESS: LAS VEGAS, NEW MEXICO 87701



**APPROVED**

COMMUNITY DEVELOPMENT

BUSINESS OWNER



*Alfonso E. Ortiz Jr*  
Alfonso E. Ortiz, Jr  
MAYOR

**NEW MEXICO HIGHLANDS UNIVERSITY**

ON THE NOMINATION OF THE FACULTY, GRADUATES  
**DIEGO ANTONIO GRIEGO**

**ASSOCIATE OF SCIENCE**

WITH ALL THE RIGHTS, HONORS AND PRIVILEGES HERE AND EVERYWHERE  
APPERTAINING TO SUCH GRADUATION

IN WITNESS WHEREOF, THE SEAL OF THE UNIVERSITY AND THE SIGNATURES  
OF THE PROPER OFFICERS ARE HEREUNTO AFFIXED.

GIVEN AT LAS VEGAS, NEW MEXICO ON THE TENTH DAY OF MAY, IN THE  
YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND EIGHTY-TWO

*Reann C. Reagan*  
PRESIDENT, BOARD OF REGENTS

*Frank L. Montoya*  
SECRETARY, BOARD OF REGENTS



*Juan Aragon*  
PRESIDENT  
*Jessie F. Cherry*  
DEAN

OFFEROR INFORMATION

OFFEROR: D. A. G. Enterprises of N.M., LLC

AUTHORIZED AGENT: Diego A. Griego

ADDRESS: 258A Montezuma Rt., P.O. Box 2084

TELEPHONE NUMBER: (505) 425-8918

FAX NUMBER: (505) 425-9516

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: 385497

SERVICE (S): Diesel Repair Services for the City of Las Vegas Waste Water, Water, Gas and Solid Waste Divisions.

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel } ss

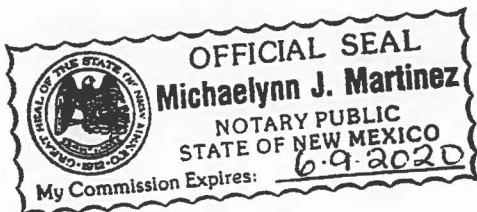
I Diego A Griego, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a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

Diego A Griego

Signature

Subscribed and sworn to before me, this 12 day of September, 2016.

(SEAL)



Michaelynn J. Martinez

Notary Public Signature

My Commission Expires: 6-9-2020

scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

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

#### FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 80-0968786

SOCIAL SECURITY NUMBER: 585-17-3151

#### NEW MEXICO TAX IDENTIFICATION NUMBER

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

New Mexico (CRS) Tax Identification Number: 03-283004-00-1

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

#### SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted

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

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

DISCLOSURE OF CONTRIBUTIONS:

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

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

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

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

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

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

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

(The above fields are unlimited in size)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

- OR -

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

RAA  
Signature

9-12-16  
Date

Owner  
Title (Position)

