



City of Las Vegas

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

Mayor David Romero

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
May 8, 2024–Wednesday– 5:30 p.m.
San Miguel County Chambers
500 W. National Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. **COUNCILORS' REPORTS**
- IX. **CITY MANAGER'S REPORT**
- X. **APPROVAL OF MINUTES (April 17th, 2024)**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

XI. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)

- Presentation by Masie Estep with San Miguel Early Childhood Coalition Coordinator speaking on the Noches De Familia in the Park event on May 14, 2024.

XII. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

None

XIII. BUSINESS ITEMS

1. Present, review, discuss and potential action on City in support of New Mexico Environment Department proposed water reuse water regulation by Glorieta Geoscience Inc.

Travis Martinez, Interim Utilities Director The State of NM Water Quality Control Commission proposed ground water and surface water protection supplemental requirements for water reuse.

2. Request approval of encroachment agreement between the City of Las Vegas and Rose Marie Padilla.

Lucas Marquez, Community Development Director The encroachment agreement is for the property on 2716 New Mexico Avenue for the purpose of eventual lot line adjustment. This item was continued from the April 17, 2024 Council meeting.

3. Request approval of the grant of sewer line easement, variance and non-disturbance agreement between Joseph and Pearl Romero and the City of Las Vegas.

Lucas Marquez, Community Development Director This agreement will allow the City to receive an easement so that the sewer line may be properly maintained in the future. The encroachment agreement has been reviewed by the City attorney.

4. Request approval to enter into negotiations for RFP 2024-19 for Disaster Recovery Services for the City of Las Vegas, NM current and future disasters with The Sulzer Group.

Travis Martinez, Interim Utilities Director Request for Proposal 2024-19 was advertised on 3/22/24 in the Las Vegas Optic, Albuquerque Journal and City website. There was one (1) Proposer, The Sulzer Group.

5. Request approval to enter into negotiations for RFP 2024-18 for Disaster Legal Services for the City of Las Vegas, NM for damages sustained from the Hermit's Peak/Calf Canyon Wildfires with Singleton Schreiber.

Travis Martinez, Interim Utilities Director Request for Proposal 2024-18 was advertised on 3/22/24 in the Las Vegas Optic, Albuquerque Journal and City website. There were two (2) proposers, Singleton Schreiber and Roybal Mack & Cordova P.C. B&D Law Offices and Robins Cloud PC.

6. Request approval of Addendum #1 to Contract #3984-23 with Souder Miller & Associates for design services on sewer repairs and replacement projects for the City of Las Vegas.

Travis Martinez, Interim Utilities Director Request for Proposal #2023-15 was awarded on 7/17/23. Contract #3984-23 was signed on 7/17/23. The extended term of this agreement will be for 1 year.

7. Request approval of Out of State travel for Lieutenant David Barela to attend Taser Instructor Training on June 14, 2024 in Amarillo, Texas.

Caleb Marquez, Police Chief This training certifies students to instruct others in the use of a taser as an effective, non-lethal means of self-defense. Lt. Barela needs to renew his certification.

XIV. EXECUTIVE SESSION

Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

XV. ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the County Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from the Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, APRIL 17, 2024 AT 5:30 P.M. IN THE SAN MIGUEL COUNTY CHAMBERS.

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey *via Cell Phone*
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri asked for a moment to recognize all the City employees who are working hard to keep the city going and to keep the families of those who have passed away in our prayers.

APPROVAL OF AGENDA

City Clerk Fresquez advised that the City Manager had a recommendation for an amendment to the agenda, the removal of Business Item 4.

Councilor Montoya made a motion to approve the agenda as amended. Councilor Casey seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

PUBLIC INPUT

City Clerk Fresquez advised that there was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Appointment of Billie Matthews to the Museum Board.

Mayor Romero advised that Ms. Matthews has been involved with the Museum but was never put on the board.

Councilor Casey advised that she couldn't think of anyone more qualified and dedicated as Billie Matthews.

Councilor Montoya asked if she lived within city limits.

City Clerk Fresquez advised yes, next to the Carnegie Library.

Councilor Montoya made a motion to approve the appointment of Billie Matthews to the Museum Board. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

Mayor Romero asked City Clerk Fresquez to read a proclamation for "National Crime Victims' Week".

Mayor Romero asked Public Works Director Arnold Lopez to speak about Buen Vecino Awards for Marie Rubio and Carla Rubio who pick up trash daily during their walk around town.

Councilor Casey advised that she also sees them often and she thanks them for what they're doing.

Mayor Romero advised that Interim Utilities Director Travis Martinez and himself have been at the New Mexico Rural Water Association Conference and there were topics that he thinks they need to address as a Council. Mayor Romero advised that they need to address the lifespan of water meters. Mayor Romero asked for Events Planner Charles Griego to discuss events happening in Las Vegas.

Events Planner Charles Griego advised that the Earth Day event will be at the Riverwalk in conjunction with NMHU, Music in the Park will begin the first Friday in May through September and National Day of Prayer is on May 2nd.

Mayor Romero thanked the City Manager and staff for providing information to the public over the radio stations.

COUNCILORS' REPORTS

Councilor Casey advised that constituents called regarding speeding on New Mexico Avenue and Church Street. Councilor Casey advised that the mentoring students at Robertson High School would be having a presentation regarding the revitalization of the Abe Montoya Recreation Center.

Recreation Director Arturo Padilla advised that he was approached by a teacher regarding it being a class project to see if they could propose an addition to the Recreation Center.

Councilor Casey thanked Police Chief Caleb Marquez for helping with the congestion at the parent drop off/pick up.

Councilor Montoya advised that he received calls regarding the Public Works department doing an awesome job with pothole patching.

Councilor Martinez advised that he spoke with Public Works Director Arnold Lopez regarding a few issues.

Mayor Romero thanked the City Manager for spending time with the Police department and advised that he would also be spending time with the Fire department.

POLICE CHIEF'S REPORT

Police Chief Caleb Marquez gave a detailed presentation regarding the statistics for the Month of March on the following:

- Field Operations Division (patrol) calls
- Community Events
- Animal Care Center updates
 - Dogs (65) 3/1/24
 - Feline (15) 3/1/24
 - Dog end count (73)
 - Cat end count (19)
- Information Division/Records
- Street Crimes
 - Evidence seized
 - Attended Meetings
- Travel/Trainings
- Recruitment
- Department vacancies (30)

Councilor Montoya asked what the status was for the dash cameras.

Police Chief Marquez advised that all the cameras were installed in all units and everything is up and running.

Councilor Montoya asked what the status was regarding the property located south of the Police department.

City Manager Montgomery advised that they spoke with the owners and they are seeking an appraisal to move forward.

FINANCE REPORT

Mayor Romero welcomed Finance Director Morris Madrid and thanked Deputy Finance Director Dominic Chavez for stepping in.

Deputy Finance Director Dominic Chavez reported on the month of March and advised that the General fund had a revenue of (\$12,041,626), an expenditure of (\$10,068,634) and a surplus of (\$1,972,992), the Enterprise fund had a revenue of

(\$12,862,101), an expenditure of (\$11,789,167) and a surplus of (\$1,072,934), the Recreation department had a revenue of (\$425,459), an expenditure of (\$470,474) and a deficit of (\$45,015), the Lodger's Tax fund had a revenue of (\$490,430), an expenditure of (\$334,037) and a surplus of (\$156,393) and Cannabis fund had a revenue of (\$98,515), an expenditure of (\$2,442) and a surplus of (\$96,074).

Councilor Montoya advised that the Finance Report did go through the Finance Committee but there were concerns regarding some funds that are not being invested properly.

Discussion took place regarding the deficit in the Recreation fund.

Mayor Romero asked Finance Director Morris Madrid if there are any concerns the Council should be aware of.

Finance Director Morris Madrid advised no, but they will begin doing an analysis on cash balances, cash flow, restricted versus unrestricted, committed versus uncommitted and short-term versus long-term planning, which are all part of an investment strategy. Finance Director Madrid advised that the audit report is not a report of the entire city but is essentially a report card of the Finance department. Finance Director Madrid advised that everything in the audit report gets approved, analyzed and reviewed by the Finance department. Finance Director Madrid advised that the City is on a solid foundation and the audit was a very good report card.

PRESENTATIONS/POSSIBLE DIRECTION

Melissa Duran and Katie Lopez along with students from West Las Vegas School provided a lengthy presentation regarding the student Enlace project sponsored by the Hispano Round Table to focus on helping economic development in Las Vegas.

Mayor Romero advised that he hopes to bring back an Economic Development Committee.

Councilor Montoya advised that in the last two years they have done a lot for economic development such as the upgrades at the Airport, promoted filming in Las Vegas, promoted Las Vegas at the Balloon Fiesta, utilized Lodgers Tax monies for different events, beautified the Gallinas River and many other projects.

Councilor Ulibarri talked about the Rodriguez Sports Complex.

Councilor Martinez voiced his opinion regarding students considering what is in Las Vegas first before they leave out of town such as looking into attending NMHU because that would make the community a better place by having people stay in Las Vegas.

Mayor Romero thanked the West Las Vegas students for being there and advised that he would like to get their input by building a youth workforce to communicate what they would like to see in the community to help them stay in Las Vegas.

Michael Peranteau, Executive Director of MainStreet discussed the MainStreet de Las Vegas quarterly report. Mr. Peranteau discussed the following; Great Blocks project, their economic development report, two murals were completed and the last two were in the process of being selected, they had three service contracts, Earth Day trash pick up and fundraising/organizing facade squad.

Mayor Romero asked what area was selected for the facade squad.

Mr. Peranteau advised that the building was to the south of Railroad and Lincoln. Mr. Peranteau advised that they would be hosting a climate and environmental gathering on June 5th.

Councilor Ulibarri asked if they had looked at the gazebo at South Pacific Park.

Mr. Peranteau advised that they could have a condition report done on the gazebo at South Pacific Park.

Discussion took place regarding the Fram building.

Mayor Romero advised that they had discussed that the Councilors and the City would be involved in the locations of the murals and that hasn't happened. Mayor Romero advised that moving forward they need to stick to the scope of work in the contract that states Council would have input regarding the murals in their ward.

City Manager Montgomery advised that he spoke with Community Development Director Lucas Marquez in regards to options of installing steel piping close to the entrance to have a permanent structure for a mural at Rodriguez Park.

Mr. Peranteau advised that the mural for ward 3 would be on the wall of Lowes that faces towards Starbucks. Mr. Peranteau advised that he would meet with Councilor Casey to discuss the applications they received.

Councilor Montoya asked City Manager Montgomery how many times he's met with Mr. Peranteau.

City Manager Montgomery advised three or four times.

Amanda Lopez and Hadleigh Tyler with engineering consulting firm AECOM provided a lengthy update on the Peterson Dam Replacement Project. Ms. Lopez advised that the purpose of the project was to replace the existing dam and enlarge the existing reservoir to increase the reservoir storage. Ms. Lopez advised that the dam is an aging infrastructure and it doesn't meet the public safety requirements mandated by the Office of the State Engineer. Ms. Lopez advised that they would be moving forward with replacing the entire dam due to deterioration and seepage of the current dam. Discussion took place regarding their initial investigations of the dam, four dam alternatives and their proposed alternative for a concrete arch dam with a 10 foot raise. Ms. Lopez discussed the project schedule and the construction schedule.

Mayor Romero asked how long AECOM had been working on the Peterson Dam project.

Ms. Lopez advised that the URS corporation started helping with Peterson projects in 2007 but they have been working on their current project regarding Peterson Dam since 2019.

Mayor Romero asked how much the City spent on plan and design for the current Peterson Dam project.

Interim Utilities Director Travis Martinez advised that they have spent over \$500,000.

Mayor Romero asked who was involved in deciding on the certain design of the dam.

Ms. Lopez advised that the decision to move from rehab/repair to replacement was taken to the City Council and they were directed to move to replacement rather than repair/rehab. Ms. Lopez advised that it was done during a virtual meeting in 2021 regarding the alternative options.

Councilor Montoya asked when Peterson Dam was at full capacity.

Interim Utilities Director Mattinez advised that it was currently at full capacity. Interim Utilities Director Mattinez advised that it was at 200 acre feet and it can hold 211 acre feet.

Councilor Montoya asked how they would be addressing the issue of Peterson Dam being contaminated from the fire.

Interim Utilities Director Martinez advised that it was proposed to remove the dam and clean it up right away.

Discussion took place regarding how much they would drain Peterson Dam during construction and the current acre feet of 211 increasing to 358 acre feet.

Councilor Martinez asked what was meant by “key historic features”.

Ms. Lopez advised that they work with the State Historic Preservation Office because the dam is considered a historic feature. Ms. Lopez advised that during their initial consultation with the State Historic Preservation Office they asked that the 1911 placard be displayed and for the dam to mimic the same arch look.

Councilor Martinez asked what the lifespan of the new dam would be.

Ms. Lopez advised that they would expect it to last about 100 years and advised that it was still safe to store water in the existing dam and it was rated in fair condition.

Mayor Romero asked if the figures stated were current projections.

Ms. Lopez advised that the \$12 and \$17 million figures were proposed in 2022 so they were a bit aged. Ms. Lopez advised that they could go back and update the numbers.

Mayor Romero asked if there were steps that need to be approved through the Office of the Engineer due to the increased capacity of water storage.

Ms. Lopez advised that a Public Report is owed to the State Engineer and AECOM helps the City develop that. Ms. Lopez advised that the State Engineer was aware of the proposed increase and they are following all the laws as far as environmental permitting and water storage rights.

CONSENT ITEMS

There were no consent agenda items.

BUSINESS ITEMS

1. Presentation/Request approval of Resolution No. 24-14, acceptance and approval of the Fiscal Year 2023 Audit.

Heather Lucero with Pattillo, Brown & Hill, LLP provided a lengthy discussion of the FY 2023 audit report. Ms. Lucero discussed three findings regarding the following; the first finding was Internal Control over cash disbursements regarding invoices being paid before a PO was issued, the second finding was Internal Control over cash receipts regarding items that were not deposited within 24 hours per state statute and cash receipts where they were not able to obtain documentation supporting the cash receipts and the third finding was Internal Control over cash collection regarding checks from Community Development that had not been deposited over a span of years totaling about \$6,000. Ms. Lucero discussed the progress from last year regarding six out of seven audit findings being resolved with one remaining pertaining to cash disbursements.

Mayor Romero advised that they did good with three audit findings compared to most communities. Mayor Romero advised that the findings they did have were self-reported by the Governing Body. Mayor Romero advised that the findings were already taken care of by City Manager Montgomery and Deputy Finance Director Chavez. Mayor Romero thanked the Governing Body for doing their job as they are the ones held accountable for tax payers money.

Ms. Lucero advised that audit findings aren't necessarily a bad thing, they are ways a City can make improvements.

Councilor Casey asked if the City had a certified procurement officer.

City Manager Montgomery advised yes, Helen Vigil was the certified procurement officer who does a great job in keeping them in line and coaching them in proper procurement code. City Manager Montgomery advised that he's working with Ms.

Vigil to implement a mandatory procurement training session for directors, managers and anyone who puts together procurement documents.

Councilor Montoya thanked Ms. Lucero for her presentation and Deputy Finance Director Chavez and advised that Morris Madrid was the new Finance Director.

Councilor Montoya made a motion to approve Resolution 24-14, acceptance and approval of the Fiscal Year 2023 Audit. Councilor Casey seconded the motion.

Resolution 24-14 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 24-14

ACCEPTANCE AND APPROVAL OF THE FY 2023 AUDIT

WHEREAS, the City of Las Vegas is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for FY 2023; and

WHEREAS, the City of Las Vegas Governing body has directed the accomplishment of the audit for FY2023 be completed; and,

WHEREAS, this audit has been completed and presented to the City of Las Vegas Governing Body per the April 4, 2024 letter from the State Auditor authorizing release of the FY 2023 audit; and

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that “Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar day has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to quorum of the governing authority of the agency at meeting held in accordance with the Open Meetings Act, if applicable, and,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Las Vegas hereby accept and approve the completed audit report and findings as indicated within this document.

ACCEPTED AND APPROVED this ____ day of April 2024.

Mayor, David Romero

ATTEST:

Casandra Fresquez, City Clerk

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

| | | | |
|--------------------|-----|----------------|-----|
| Marvin Martinez | Yes | Barbara Casey | Yes |
| Michael L. Montoya | Yes | David Ulibarri | Yes |

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution 24-13, a budget adjustment for the 2023-2024 fiscal year budget.

Councilor Martinez made a motion to approve Resolution 24-13, a budget adjustment for the 2023-2024 fiscal year budget. Councilor Montoya seconded the motion.

Resolution 24-13 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 24-13

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2023-2024 FISCAL YEAR

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2023-24; and

WHEREAS, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include an exp increase to Fund 101-5400 – General Services in amount of \$440,132 for an additional 1.5 inches of asphalt on Legion Drive to increase the thickness to 5 inches.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2023-24; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of April 2024.

Mayor David G. Romero

ATTEST:

Casandra Fresquez, City Clerk

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

| | | | |
|--------------------|-----|-----------------|-----|
| David Ulibarri | Yes | Barbara Casey | Yes |
| Michael L. Montoya | Yes | Marvin Martinez | Yes |

City Clerk Fresquez advised the motion carried.

3. Request approval of Addendum #2 to Contract #3904-22 with Suina Design & Architecture for architectural and engineering services.

Councilor Casey made a motion to approve addendum #2 to Contract #3904-22 with Suina Design & Architecture for architectural and engineering services. Councilor Montoya seconded the motion.

Interim Utilities Director Travis Martinez advised that the contract was for architectural and engineering services and no division was utilizing it at the moment.

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

| | | | |
|--------------------|-----|----------------|-----|
| Marvin Martinez | Yes | David Ulibarri | Yes |
| Michael L. Montoya | Yes | Barbara Casey | Yes |

City Clerk Fresquez advised the motion carried.

4. Request approval of encroachment agreement between the City of Las Vegas and Rose Marie Padilla.

Eugenio Mathis advised that he was there to represent Ms. Padilla.

Charles Griego advised that the property was located at 2716 New Mexico Avenue and it was taken to the Planning and Zoning Commission on December 27, 2023. Mr. Griego advised that Ms. Padilla was asking to enter into an encroachment agreement for the property that is zoned as a R-3. Mr. Griego advised that Ms. Padilla was working on conducting a lot line adjustment for her property but first she had to address an encroachment issue that was existing in the front portion of the property. Mr. Griego advised that Ms. Padilla built a carport/garage and according to a survey conducted the structure encroaches approximately 9 feet onto City right of way. Mr. Griego advised that no building permit for the garage had been located by the City, so they did not pull a permit for the structure.

Councilor Martinez asked when the carport was built.

Mr. Griego advised that it was built in 2018.

Councilor Martinez asked what the recommendation was from the Planning and Zoning Commission.

Mr. Griego advised that they approved it.

Councilor Martinez asked who installed the carport.

Planning and Zoning Coordinator Charles Ortiz advised that it was installed by Floyd's Rental.

Councilor Martinez asked if Floyd's Rental got a permit to install it.

Mr. Griego and Mr. Ortiz advised no.

Mr. Mathis advised that the property was located at the far end of New Mexico Avenue across from where West Las Vegas parks their buses. Mr. Mathis advised unless the City intends to make New Mexico Avenue a four lane street there is no

reason the encroachment shouldn't be approved. Mr. Mathis advised that the carport was 25 feet from the curb, which does encroach on the right of way but not on the street. Mr. Mathis advised that no permits were acquired but Ms. Padilla feels that in good faith that the City should approve the encroachment and allow the structure to remain there so she could proceed with a lot line adjustment.

Mr. Griego advised that the City owns city housing on the other side and should the City decide to do something with that roadway it would interfere with it as well as the height encroaching into the PNM side.

Mr. Mathis advised that someone created a road off of New Mexico Avenue to the housing projects that is adjacent to the property. Mr. Mathis advised that he can't imagine there would be a need to widen the roadway.

Councilor Montoya asked what the staff's recommendation was.

Mr. Griego advised that they recommend it not be approved.

Councilor Casey voiced her concerns regarding the encroachment of 9 feet and not having a permit to place the carport. Councilor Casey advised that people need to follow regulations.

Mr. Mathis advised that they were not aware of the staff's recommendation and asked if the item could be tabled for the next meeting so Ms. Padilla could be there.

Mr. Griego advised that Ms. Padilla was aware of the issue in December when it was presented during the Planning and Zoning meeting. Mr. Griego advised that staff did reiterate several times that there was no permit approved. Mr. Griego advised that if they move forward and approve it, it would set precedence.

Councilor Ulibarri asked if Code Enforcement cited Ms. Padilla.

Mr. Griego advised that he didn't believe they had.

Councilor Montoya asked if Ms. Padilla was notified about the April 17th Council meeting.

Mr. Griego advised yes, a phone call was made to Ms. Padilla.

Councilor Montoya asked if the phone call was documented in the packet.

Mr. Griego advised no because the packet had gone out before the phone call.

Councilor Montoya made a motion to table the item until the next Council meeting. Councilor Uilbarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|--------------------|-----|----------------|-----|
| Marvin Martinez | Yes | David Ulibarri | Yes |
| Michael L. Montoya | Yes | Barbara Casey | Yes |

City Clerk Fresquez advised the motion carried.

5. Request approval to submit an SB6 loan application to DFA for FEMA project 690381 in the amount of \$14,964,619.00.

City Manager Montgomery advised that the City had an opportunity to utilize a zero interest loan based on the fact that there are several claims submitted to FEMA. City Manager Montgomery advised that FEMA would permit the City for a no interest loan to move forward with projects.

Mayor Romero advised that Ms. Clarity had said that the City had been approved for FEMA funding for debris removal in the amount of \$14,964,619.00. Mayor Romero advised that it takes some time for FEMA to provide the money so they would utilize Senate Bill 6. Mayor Romero advised that they would submit an

application for what was already approved through FEMA and receive that money. Mayor Romero advised that the money would be put in the bank to start earning interest.

Councilor Montoya advised that he asked the prior administration to move forward with receiving the funding 6 months ago. Councilor Montoya advised that he and San Miguel County Chairman Garcia both testified for Senate Bill 6 for emergency funding. Councilor Montoya advised that he hoped it would include the clean up of Gallinas River.

Mayor Romero advised that SB6 required a project being approved through FEMA prior to applying. Mayor Romero advised that the sediment removal in the amount of \$14,964,619.00 was approved. Mayor Romero advised that out of \$100,000,000 there is about \$30,000,000 left and Ms. Clarity is working diligently to get additional funding for the City.

Councilor Montoya made a motion to submit an SB6 loan application to DFA for FEMA project 690381 in the amount of \$14,964,619.00. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|-----------------|-----|--------------------|-----|
| David Ulibarri | Yes | Barbara Casey | Yes |
| Marvin Martinez | Yes | Michael L. Montoya | Yes |

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Montoya made a motion to convene into executive session for the purpose of discussing Limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on the Professional Services contract for Police Chief. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|--------------------|-----|-----------------|-----|
| Barbara Casey | Yes | Marvin Martinez | Yes |
| Michael L. Montoya | Yes | David Ulibarri | Yes |

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on the Professional Services contract for Police Chief, no other items were discussed and no action was taken. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|--------------------|-----|-----------------|-----|
| Barbara Casey | Yes | Marvin Martinez | Yes |
| Michael L. Montoya | Yes | David Ulibarri | Yes |

EXECUTIVE SESSION ACTION ITEMS

1. Request approval of the Professional Service contract for Police Chief Caleb Marquez.

Councilor Montoya made a motion to table the Professional Service contract for Police Chief Caleb Marquez until the next Regular City Council meeting. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|----------------|-----|--------------------|-----|
| David Ulibarri | Yes | Marvin Martinez | Yes |
| Barbara Casey | Yes | Michael L. Montoya | Yes |

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 8:30 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: May 8, 2024

Date Submitted: 5/1/24

Department: Executive

Item: Presentation by Masie Estep with San Miguel County Early Childhood Coalition speaking on an upcoming event, Noches De Familia on May 14, 2024 from 5:30 p.m. to 7:30 p.m. at Lincoln Park.

Fiscal Impact:

Attachments: Flyer

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

NOCHES DE FAMILIA

IN THE PARK

FREE EVENT FOR FAMILIES & GRANDPARENTS RAISING CHILDREN AGED 0 TO 5

The San Miguel County Early Childhood Coalition
invites you to Noches de Familia in the Park!
An evening of community, crafts, resources, and food!
Welcome to all families, new moms, dads,
grandparents raising grandchildren, and all kin raising
children who are 0 to 5 years old.

TUESDAY, MAY 14TH, 2024

**5:30PM TO 7:30PM
AT LINCOLN PARK
LAS VEGAS, NM**

Reminder to bring your own blanket!!



Presented by San Miguel County Early Childhood Coalition
in partnership with the City of Las Vegas



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

Meeting Date: May 8, 2024

Date Submitted: 04/26/24

Department: Utilities

Item/Topic: Present, review, discuss and potential action on City in support of New Mexico Environment Department proposed water re use water regulation by Glorieta Geoscience Inc.

Fiscal Impact: None

Attachments: State of NM Water Quality Control Commission Proposed Ground Water and Surface Water Protection Supplemental Requirements for Water Reuse.

Committee Recommendation: This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

**STATE OF NEW MEXICO
WATER QUALITY CONTROL COMMISSION**

IN THE MATTER OF:

**PUBLIC HEARING REGARDING NEW
MEXICO ENVIRONMENT DEPARTMENT'S
PROPOSED GROUND WATER AND SURFACE WATER PROTECTION
SUPPLEMENTAL REQUIREMENTS FOR WATER REUSE
(20.6.8 NMAC)**

NO. WQCC 23-84(R)

**TECHNICAL TESTIMONY OF LARRY PIERCE, JR.
ON BEHALF OF THE CITY OF LAS VEGAS, NEW MEXICO**

MAY 13, 2024

WITNESS AND PETITIONER INFORMATION

Work Experience and Background

My name is Larry “Boot” Pierce Jr. and I am employed by Glorieta Geoscience, A Division of GZA GeoEnvironmental, Inc. (“GZA”) as the District Office Manager and Senior Project Manager in the Santa Fe, New Mexico Office. I am presenting this testimony on behalf of the City of Las Vegas, in the hearing regarding the New Mexico Environment Department’s Proposed Ground Water and Surface Water Protection, Supplemental Requirements For Water Reuse, a petition filed under 20.6.8 NMAC with the New Mexico Water Quality Control Commission (“WQCC”) to supplement the general requirements of 20.6.2.1200 through 20.6.2.2201 NMAC and the general permitting requirements of 20.6.2.3000 through 20.6.2.3114 NMAC to control the discharges of water contaminants specific to water reuse.

I obtained a Bachelor of Science degree in Geology from Southeast Missouri State University in 1990 and a Master of Science from Missouri State University in 1992. I have over 30 years of experience in the regulatory and environmental science field. I have been employed with GGI/GZA as a Senior Project Manager since October 2021, and in January 2024, I became the District Office Manager, overseeing day to day operations of the Santa Fe Office. My primary work includes hydrological and geological investigations related to environmental contamination issues such as PFAS, chlorinated solvents and petroleum, and regulatory compliance assistance for municipalities and private corporations. I also support staff on other groundwater resource and contamination issues.

Prior to my work at GGI, I was employed at the Missouri Geological Survey (MGS) 30 years beginning in 1992. During my tenure with the Survey, I worked 18 years within and later oversaw the Environmental Assistance Unit. We performed hydrogeologic site investigations

related to Liquid, Solid and Hazardous waste facilities, conducted research on groundwater hydrology within carbonate bedrock terrane and provided technical support for Missouri's Division of Environmental Quality. Following that I was the Chief of the MGS's Geologic Resources Section for 12 years where, in addition to conducting geologic hazard research, I oversaw the permitting and regulating of the State's Oil and Gas mineral resource extraction, Underground Injection Program (UIC) for both Class II and Class V wells, and critical minerals cooperative research program with the United States Geological Survey.

TESTAMONY OF SUPPORT

I am presenting this testimony on behalf of the City of Las Vegas, New Mexico and in support of the Proposed Ground Water And Surface Water Protection Supplemental Requirements For Water Reuse, (20.6.8 NMAC).

As each of you are aware, the Hermit's Peak/Calf Canyon wildfires wreaked havoc on communities in eastern New Mexico. The City of Las Vegas experienced water shortages to such a degree that at one time the city's available drinking water resources consisted of less than 20 days of treatable water within their three-reservoir system. Businesses were limited in the amount of water available, and restaurants were required to provide food servings on disposable paper plates rather than wash reusable dishes.

The City has been collaborating with NMED in developing the proposed regulations in 20.6.8. We thank John Rhoderick Joe Martinez, Justin Ball and Jason Hermann of NMED for their efforts to make New Mexico a leader in water reuse. At this time, the proposed regulations do not fully allow the permitting of either direct or indirect municipal reuse and subsequent regulations will be developed later after these. However, the proposed requirements for reuse within 20.6.8 NMAC provide a regulatory framework to allow water strapped communities like

Las Vegas to proceed forward with finding long-term solutions and water resiliency for their citizens. We encourage NMED to continue moving forward with regulations for permitting all types of water reuse projects.

The City has initiated design of an advanced wastewater treatment facility, called “Agua Pura,” which would utilize indirect potable reuse and an environmental buffer to produce up to 1 MGD of high-quality drinking water. The provisions within 20.6.8.400(B) “Authorized Application” provides for Demonstration Projects to be advanced and allows for the city and other communities to proceed with the research and development required for implementing reuse of their available water and the first steps towards true water security.

SUGGESTIONS

As a matter of clarification, I would like to recommend minor edits to the current 20.6.8 proposed regulations.

1). Under section 20.6.8.7(R) I would like to recommend the addition of the term “RAW WATER” meaning “Water, either treated or untreated, that is collected for the purpose or use as a domestic or industrial water supply.

2). Under section 20.6.8.7(N) This section states that “NEPHELOMETRIC TURBIDITY UNITS” or “NTU” means nephelometric turbidity units, measured by a nephelometer.” The current scientific standard used by the United States Geological Survey (USGS) is to use infrared light rather than white light. The turbidity units for the newer infrared turbidity meters are called FORMAZIN NEPHELOMETRIC UNIT (FNU). The Department may want to consider defining both.

CONCLUSION

Thank you, Chair Thompson, and commissioners for the opportunity to present this testimony on behalf of the City of Las Vegas.

Again, on behalf of the City of Las Vegas, New Mexico and GGI/GZA, I would like to reiterate my testimony in support of the Proposed Ground Water And Surface Water Protection Supplemental Requirements For Water Reuse, (20.6.8 NMAC). Your consideration and support of these regulation is greatly appreciated.

Prepared testimony.

1 message

Larry Pierce <Larry.Pierce@gza.com>

Fri, Apr 26, 2024 at 3:35 PM

To: Travis Martinez <tmartinez@lasvegasnm.gov>, Marvin Martinez <marvin.martinez@soudermiller.com>, Jay Lazarus <Jay.Lazarus@gza.com>, James Riesterer <James.Riesterer@gza.com>

Travis,

Please find attached a copy of the testimony I prepared for: PUBLIC HEARING REGARDING NEW MEXICO ENVIRONMENT DEPARTMENT'S PROPOSED GROUND WATER AND SURFACE WATER PROTECTION SUPPLEMENTAL REQUIREMENTS FOR WATER REUSE (20.6.8 NMAC)

Please forward to the City Manager, unfortunately, I do not have his email address.

Sincerely,

Boot

Larry "Boot" Pierce, RG

District Office Manager/Senior Project Manager

GZA | 1723 Second Street | Santa Fe, New Mexico, 87505

c: 505.629.8540 | larry.pierce@gza.com | www.gza.com

GEOTECHNICAL | ENVIRONMENTAL | ECOLOGICAL | WATER | CONSTRUCTION MANAGEMENT

Known for excellence. Built on trust.

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For information about GZA GeoEnvironmental, Inc. and its services, please visit our website at www.gza.com.

 COLV Agua Pura direct testimony_pierce.docx
30K



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

Meeting Date: May 8, 2024

Date Submitted: 4/26/24

Department: Community Dev.

Item/Topic: Encroachment Agreement

Request approval to enter into an encroachment agreement with Rose Marie Padilla owner of 2716 New Mexico Ave for the purpose of keeping an existing garage that is approximately 9 feet on City right of way

Fiscal Impact:

Attachments: Record Proper

Committee Recommendation: The Planning and Zoning Commission heard this case on November 27, 2023 and is recommending approval of this encroachment.

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

Planning and Zoning RECORD PROPER

Applicant/ Petitioner.....Rose Marie Padilla
 Property Owner.....Rose Marie Padilla
 Location.....2716 New Mexico Ave
 Hearing Date.....Monday November 27, 2023

ACTION REQUESTED

Asking permission to enter into an Encroachment Agreement, Property is zoned as an R-3 (Mixed Residential Zone).

BACKGROUND

Mrs. Padilla is working on conducting a lot line adjustment for her property however she must first address an encroachment issue that is existing in the front portion of the property Mrs. Padilla built a carport/garage that according to the survey conducted shows that the structure does indeed encroach approximately 9 feet onto City right of way, no building permit for the garage has been located by the City

EXHIBITS

Exhibit Description, Document name, date, and number of pages
 No.

| | |
|---|-------------------------------------|
| 1 | Encroachment Agreement, 3 pages |
| 2 | Staff Findings |
| 3 | Letter to Applicant |
| 4 | Survey, 2 pages |
| 5 | Property Zone Map |
| 6 | Property Over Head Pictures, 1 page |
| 7 | Property Pictures actuals, 3 pages |
| 8 | |
| 9 | |

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made this ____ day of April, 2024 ("Effective Date"), by and between the City of Las Vegas, New Mexico, a home-rule municipality ("City") and Rose Marie Padilla, f/k/a Rose Marie Salazar, a married woman dealing with her sole and separate property ("Owner"). Throughout this Agreement, either of the aforementioned parties may be referred to as ' Party' or both of the parties may be referred to as "Parties."

RECITALS:

WHEREAS, the City is the owner of real property, commonly known as New Mexico Avenue, a right of way ("ROW") within the City, ("the City Property"); and

WHEREAS the Owner is the owner of the real property commonly known as 2716 New Mexico Avenue, Las Vegas, San Miguel County, NM 87701, more particularly described in the deed attached as Exhibit A, (the "Premises") which abuts the City Property on the easterly side of New Mexico Avenue; and

WHEREAS a Lot Line Adjustment Plat by Winston and Associates LLC attached as Exhibit B ("Survey") which shows that improvements along the easterly boundary of the Premises of the Owner containing .206 acres encroach on the City Property ("Encroachment"); and

WHEREAS the Parties acknowledge the Encroachment and desire to enter into this Agreement to resolve any encroachment issues that may exist.

NOW, THEREFORE, in consideration of the foregoing recitals, and all exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements outlined in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the Owner agree, as follows:

1. The City grants to the Owner permission for the Encroachments to remain in their current location for as long as such Encroachments shall stand in good repair. If the Encroachments need maintenance or repair the City grants to the Owner a limited license to enter the City Property to maintain or repair the Premises.
2. If, at any time, for any reason, the part of the Premises, which encroach on City Property are removed, destroyed, or cease to exist in a good and safe condition, then the City will provide written notice to the

Owner. If the Premises are not returned to a good and safe condition. by or before, the date requested in the written notice, then this Agreement will automatically terminate regarding those parts of Premises which are removed, destroyed. or cease to exist in a good and safe condition. In the event, the Owner, or any subsequent holder of interest in the Encroachment. or this agreement fails to remove said Encroachment from the City Property if requested to do so by the City based on the automatic termination of any part of this Agreement, the City may enter upon the Premises and effect such removal of the part of the Premises, which encroaches on the City's Property, without the City, incurring any liability. The City and the Owner agree that neither the Owner nor any heir, successor, or assign of the Owner. or any other subsequent party in interest to this Agreement. shall expand or add to the Encroachment or any other way add any other encroachment, or improvement to the City Property.

3. This Agreement shall inure to the heirs, successors, and/or assigns of the Parties.

4. This Agreement shall be governed by the laws of the State of New Mexico. The venue for any dispute arising under this agreement shall be in the Fourth Judicial District Court, Las Vegas, New Mexico, and Any modification of this agreement shall be in writing and signed by both parties.

5. The Owner indemnifies, defends, and agrees to hold the City harmless from any and all liability, loss, damage, cost, injury, and expense including, without limitation, attorneys fees, court costs, and litigation expenses arising out of, or in any way connected with the maintenance or repair of the encroachment. Without limiting the foregoing indemnification provisions, the Owner further agrees that if any third party asserts a claim or files an action against the City in connection with any event, or circumstance, relating to the relocation of any part of the encroachment, the City may defend itself against such a claim or actions. In such event the owner shall reimburse the City for any sums paid to any third party in damages, judgments, or settlement of such claim or action, and for any reasonable cost and expenses, including, without limitation, attorneys fees, court costs, and litigation expenses.

In witness whereof, the parties have executed this Agreement as of the effective date.

Approved by:

David G. Romero, Mayor of City of Las Vegas

Rose Marie Padilla
Rose Marie Padilla, Owner

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency only:

City Attorney

ACKNOWLEDGEMENT

STATE OF NEW MEXICO }
 }
COUNTY OF SAN MIGUEL }

The foregoing instrument was acknowledged before me this _____ day of _____, 2024
by David G. Romero, Mayor of the City of Las Vegas.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW MEXICO }
 }
COUNTY OF SAN MIGUEL }

The foregoing instrument was acknowledged before me this 10th day of April,
2024 by Rose Marie Padilla, f/k/a Rose Marie Salazar.

Eugenio S. Mathis

Notary Public



Staff findings

Rose Marie Padilla, owner of 2716 New Mexico Avenue, approached the city of Las Vegas with a variance application. Ms. Padilla is wanting to depart from the requirements of the zoning ordinance. Ms. Padilla is zoned as a R-3 (Mixed Residential Zone). The setbacks for this zone are 15 feet from the front of the property line, 5 feet from the sides, and 15 feet from the rear.

Ms. Padilla is also wanting to conduct a lot line adjustment however she must first get a variance then apply for an encroachment agreement to achieve this. Ms. Padilla wants to come into compliance so she can then start the process of the lot line adjustment if the variance application is approved.

Ms. Padilla's garage structure was built beyond the setbacks in the front of her yard which forced the garage to be placed 9 feet into the city right of way. Ms. Padilla had no knowledge she would be building onto city property until after her property was surveyed for the lot line adjustment. Ms. Padilla has 25 ft of clearance from her garage to the back of the curb on the sidewalk. Ms. Padilla is also not interfering with any utilities such as water, gas, and sewer.

Ms. Padilla does own the property next door, she is also the last house on the street and the rest of the property is hers as well. Ms. Padilla is now asking for permission to get approved and then start the lot line adjustment process.



City of Las Vegas

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

Mayor David Romero

April 19th, 2024

2716 New Mexico Avenue
Rose Padilla
Las Vegas NM, 87701

Dear Mrs. Padilla

This is to give you formal notice that the City of Las Vegas City Council will hold a regular meeting on May 8th 2024 at 5:30 pm at 500 West National Avenue. The purpose of this meeting is to address your request for an Encroachment agreement on your property better known as 2716 New Mexico Avenue.

Staff will initially present the item to the Council, at the end of the presentation the Council will open the Public hearing and will conduct the hearing as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn-in procedure is as follows: the Council will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present to answer any questions the Council may have of your request, failure to be present may result in your request being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose you may bring in other parties to support your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1608

Sincerely,

Charles Ortiz

Planning and Zoning Coordinator

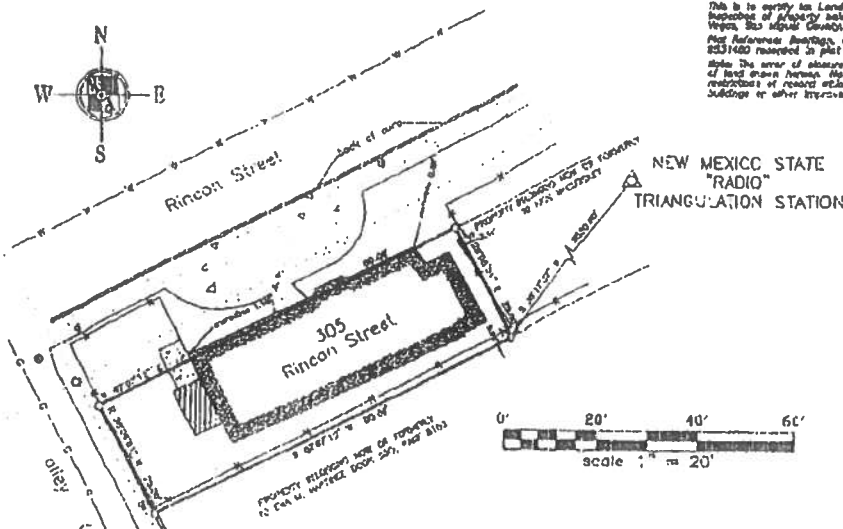
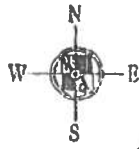
David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

IMPROVEMENT LOCATION REPORT PREPARED FOR LAND OF ENCHANTMENT MORTGAGE, LLC.



This is to certify the Land of Enchantment Mortgage, that on February 3, 2007, I made an accurate location of property being the Property 60' of the North-South 1/2 of Lot 1 of Block 8, Town of Las Vegas, San Miguel County, New Mexico.

According to Flood Insurance Rate Map, Community-Panel number 350008 0001 G, panel 2 of 2, effective date September 16, 1986, the parcel of land shown herein lies within Flood Zone C (area of minimal flooding).

THIS IS NOT A SURVEY FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE

Total Acreage
0.046 ac.

R-2 Zone (Multi-Family Residential)

- LEGEND**
- computer survey center
 - property boundary line
 - adjacent boundary of adjoining owner
 - approximate location of 4" steel gas line
 - approximate location of 4" water line
 - electrical power line to pole
 - electrical power line to pole
 - electric meter
 - electric meter
 - sanitary sewer manhole

IMPROVEMENT LOCATION REPORT

Prepared by
STANLEY B. ANDERSON, L.L.C.
 P.O. Box 1261
 Las Vegas, New Mexico 87701

Phone: (505) 625-1717 Fax: 625-2804

Date February 2007 Checked by SB/MSD

Drawn by: JSC/MSD Job # 07-214

Territorial Title of Las Vegas, Inc.

Territorial Title Of Las Vegas, Inc.

Escrow #00030247

WARRANTY DEED

Bill E. Vicenti and Naomi B. Vicenti, husband and wife for consideration paid, grant to Diana Padilla, a single woman, whose address is 1311 Pecos Street Las Vegas, NM 87701 the following described real estate in San Miguel County, New Mexico:

The Westery 50 feet of the Northerly 25 feet of Lot One (1), Block Six (6), Town of Las Vegas, San Miguel County, New Mexico, said portion of lot having a width of 25 feet on Easterly line of alley (Don Fidel Street) and a length of 80 feet along Southerly line of Rincon Street and shown on plat of survey by Del Rio Surveys, dated December 28, 1995, project no. 9531460, filed in the office of the San Miguel County Clerk, December 28, 1995 in Plat Book 29, page 119, document no. 3736.

SUBJECT TO: Reservations, restrictions, easements of record & taxes for 2007 and subsequent years.

TOGETHER WITH: All rights appurtenant thereto

with warranty covenants.

WITNESS our hands and seals this 21st day of February, 2007

Bill E. Vicenti (Seal) Naomi B. Vicenti (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF SAN MIGUEL } a.

The foregoing instrument was acknowledged before me this 21st day of February 2007 by Bill E. Vicenti and Naomi B. Vicenti
(Name or Names of Person or Persons Acknowledging)

My Commission expires 6-19-2008

Paul Nees
Notary Public



COUNTY OF SAN MIGUEL ;
STATE OF NEW MEXICO) as
I hereby Certify That This Instrument Was Filed for
Record On The 21st Day Of February, 2007 At 03:02:33 PM
and Was Daily Recorded as Instrument #200700893
of the Records Of San Miguel
Witness My Hand and Seal of Office
Deputy Paul Nees County Clerk, San Miguel, NM

WARRANTY DEED

02782

Mt -> Jesusita E. Salazar, for consideration paid, grant to Judy Ann Archuleta and Rose Maria Salazar, whose address is Las Vegas, N. M., the following described real estate in San Miguel County, New Mexico:

Dos Terceras Partes de un Solar en Calle New Mexico situado en el Bloque 59 - P & M Addition Solar Numero 3, Mide de Ancho 35 Pies, de Largo 144 Pies. Being the property conveyed by deed recorded in Book 224, Page 2570, San Miguel County Clerk's Records.

* * * * *

with warranty covenants.

WITNESS hand and seal this 21 day of February, 1977. (Seal) (Seal) (Seal) (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO } COUNTY OF San Miguel } ss.

The foregoing instrument was acknowledged before me this 21 day of February, 1977, by Jesusita E. Salazar (Name or Names of Person or Persons Acknowledging)



APACHE

ZUNI

NAVAJO

MONTEZUMA

ARMIJO SCHOOL

PORTER AVENUE

COLONIAS AVENUE

LOPEZ

MONTEZUMA STREET

NEW MEXICO AVENUE

01
99-22

R1

R2 83-15

R3 72-35

R3 R3
79-15 86-43

R3 82-18

R3 70-8

R3

R3 84-20

R3 75-47

R3 99-3

C3

R3

R3 80-19

PC

R3 98-19

(60)

(73)

(3)

(71)

(72)

(50)

19

2716 New Mexico Ave



BUS BARN

Luis E Armijo
Elementary School

Allsup's
Convenience
Convenience S

Church St

Colomas St

Romero St

Porter Ave

Porter Ave

New Mexico Ave

Porter Ave

65





NEW MEXICO AVE

CHURCH ST

2721

2721

2716

2716 1/2

2713

2712

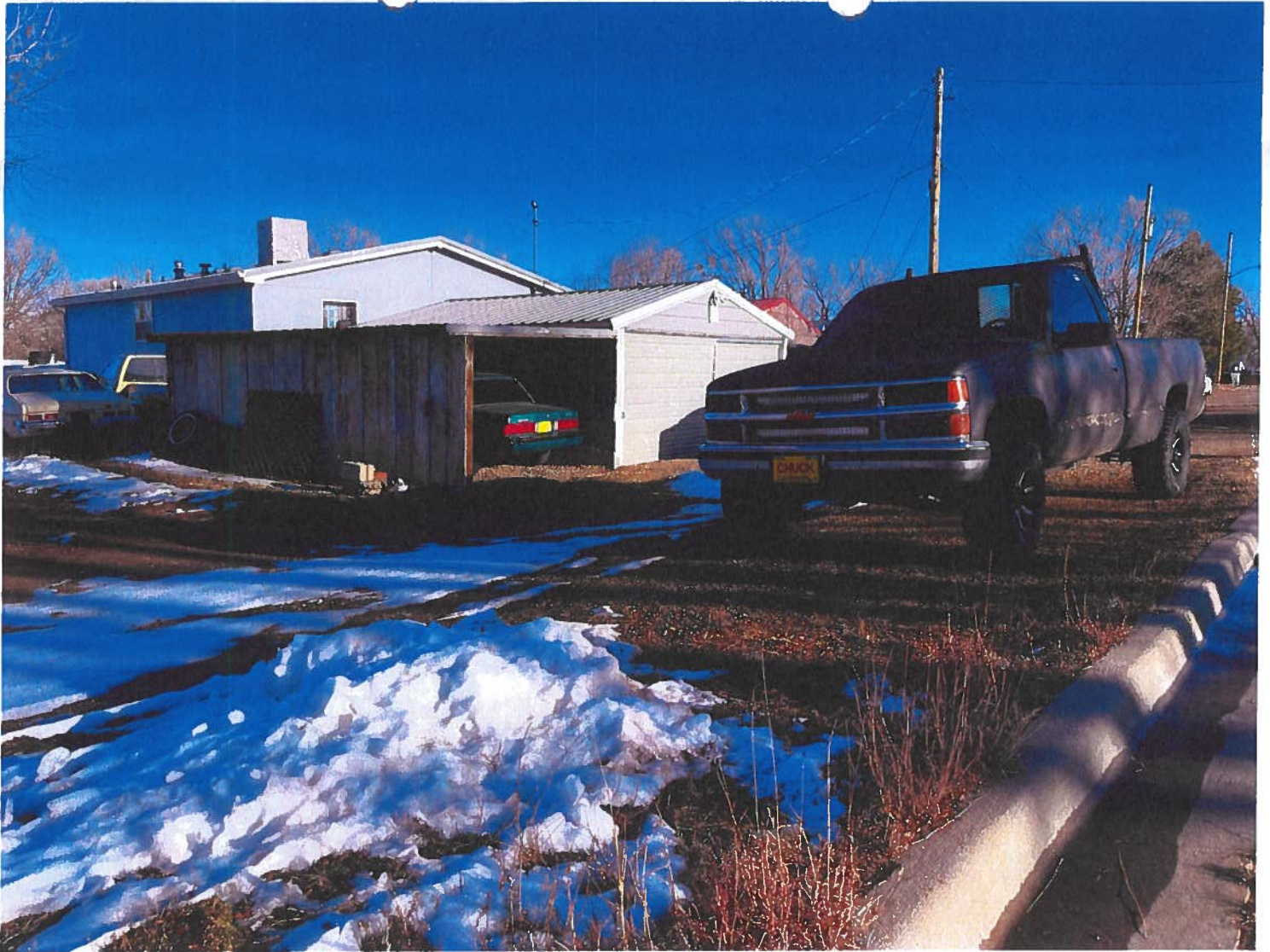
2710

2708

2705

6









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

Meeting Date: May 8, 2024

Date Submitted: 4/26/24

Department: Community Dev.

Item/Topic: Encroachment Agreement

Request approval to enter into an encroachment agreement with Joseph Romero and Pearl Romero owners of 495 Sun Drive for the purpose of sewer line easement, variance and non-disturbance agreement

Fiscal Impact:

Attachments: Record Proper

Committee Recommendation: The Planning and Zoning Commission heard this case on April 16th 2024 and is recommending approval of this encroachment.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

Planning and Zoning RECORD PROPER

Applicant/ Petitioner.....City Of Las vegas
 Property Owner.....Joseph and Pearl Romero
 Location.....495 Sun Drive
 Hearing Date.....Tuesday April 16, 2024

ACTION REQUESTED

Asking permission to enter into an Encroachment Agreement, with property owners to service sewer line located in the property.

BACKGROUND

The property located at Lot 8 in Block 3 also known as 495 Sun Drive was allowed a variance in 2007 for the purpose of building a residence.

EXHIBITS

Exhibit Description, Document name, date, and number of pages
 No.

| | |
|---|-------------------------------------|
| 1 | Encroachment Agreement, 4 pages |
| 2 | Staff Finding Report 4 attachment |
| 3 | Property Over Head Pictures, 1 page |
| 4 | Property Pictures actuals, 4 pages |
| 5 | Subject lot with Utilities 1 page |
| 6 | |
| 7 | |
| 8 | |
| 9 | |

**GRANT OF SEWER LINE EASEMENT, VARIANCE
AND NON-DISTURBANCE AGREEMENT**

This Grant of Sewer Line Easement, Variance, and Non-Disturbance Agreement (the "Agreement") is made effective as of the ___ day of April 2024 by and between Joseph Romero and Pearl Romero (hereafter, the "Romeros") and the City of Las Vegas (hereafter, the "City").

Recitals

- A. The Romeros are the owners of real property located at 495 Sun Drive in Las Vegas, San Miguel County, New Mexico and more particularly described as Lot 8, Block 3, of the Sun Ridge Subdivision as shown on the plat of survey recorded October 13, 2006, in Plat Book 54, page 77 as Document No. 1162 ("Lot 8").
- B. The Romeros and the City recently learned that a sewer line crosses Lot 8 in the approximate location, and possibly under the southwest corner of the residence, as depicted on *Exhibit A* attached hereto and incorporated by reference. It is unclear when the sewer line was installed but it is believed the installation occurred sometime between 1983 and 2001 at or before the time that the residence on Lot 8 was constructed. The Romeros were not previously aware of the existence and location of the sewer line.
- C. There is no recorded document that grants an easement for the sewer line.
- D. There is no visible sign of the sewer line on Lot 8.
- E. The sewer line is within five (5) feet of the current residence located on Lot 8. A portion of the sewer line may run underneath the southwest corner of the residence.
- F. The Romeros and the City have agreed that the sewer line may remain in its current location on the terms set forth below.

NOW THEREFORE, in consideration of their mutual promises described below, and other good and valuable consideration, the sufficiency of which is acknowledged, the Romeros and the City agree as follows:

1. Grant of Easement. The Romeros hereby grant to the City an easement for the sewer line in the location depicted on Exhibit A. The Easement is appurtenant to Lot 8. The burden of the Easement shall run with the land so long as the sewer line remains in its present location. If the sewer line is relocated, this grant of easement shall terminate once the relocated sewer line becomes operational.
2. Grant of Variance. The City hereby grants and approves a variance to allow the sewer line to remain in its present location on Lot 8. If the sewer line is relocated, this

variance shall expire once the relocated sewer line becomes operational.

3. Maintenance of the Sewer Line. The City, at the City's sole expense, is responsible for maintenance of the sewer line. The City agrees to perform routine maintenance work on the sewer line at its cost and without charge to the owners of Lot 8. The City shall perform such maintenance work off-site and without entering Lot 8.

4. Repair of the Sewer Line. The City, at the City's sole expense, is responsible for making any needed repairs to the sewer line. The City agrees to perform repair work on the sewer line at its cost and without charge to the owners of Lot 8. If the repair work requires access to Lot 8, the City shall notify the owners of Lot 8 at least 72 hours in advance that access to Lot 8 is needed to make the repairs, with the exception that if an emergency repair is required, the City shall give the owners of Lot 8 as much advance notice as reasonably possible before accessing Lot 8 to make the repair. After the repair work is completed, the City shall restore the surface and subsurface of Lot 8 to the condition it was in before the repair work was performed at its cost.

5. Replacement of the Sewer Line. If it becomes necessary to replace the sewer line, the City shall confer with the owners of Lot 8 to determine if a more suitable location for the sewer line is feasible. Whether the sewer line is replaced in its present location or in another location agreed to by the owners of Lot 8, the City is solely responsible for the cost of replacement and the cost to restore the surface and subsurface of Lot 8 to the condition it was in before the replacement work was performed.

6. Non-Disturbance. During the term of this Agreement, the existing residence on Lot 8 shall remain in place. The City shall not (a) disturb or interfere with the Romeros or their successors occupancy and use of Lot 8 or (b) require the Romeros or their successors in interest to remove, reconfigure, or move any portion of the residence on Lot 8.

7. Improvements. To the extent that any repair or replacement of the sewer line, or a break in the sewer line either on or off Lot 8, or a backup in the sewer line cause damage to the existing improvements on Lot 8, including settlement or cracking of the foundation, the City shall pay for the work needed to repair the damage.

8. Authority to sign. The persons signing this Agreement represent and warrant that they have full right, power, authority, and capacity to sign and enter into this Agreement on behalf of such party, and to bind and subject that party to the enforcement of the terms, provisions, and conditions hereof, that they are competent to do so, and they enter into this Agreement as their knowing, free, and voluntary act.

9. Binding Nature. This Agreement is binding on the parties and their heirs, successors, assigns, transferees, representatives, and grantees.

JOSEPH ROMERO

Date: _____

PEARL ROMERO

Date: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN MIGUEL)

This instrument was acknowledged before me on April __, 2024 by Joseph Romero.

Notary Public

My Commission Expires: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN MIGUEL)

This instrument was acknowledged before me on April __, 2024 by Pearl Romero.

Notary Public

My Commission Expires: _____

SURVEY NOTES

1. BASIS OF BEARINGS - NAD83(2011). REFERENCE FRAME - NAD83(2011) (EPOCH 2010.0000). LAT: 33°37'57.637819"N, LONG: 102°17'36.78782"W. COORDINATES OBTAINED FROM POST-PROCESSED GNSS STATE DATA, PROCESSED BY TRIMBLE POST-PROCESSING SERVICE, TRIMBLE RTX SOLUTION ID: 28208283.
2. ALL DISTANCES ARE HORIZONTAL DISTANCES IN U.S. SURVEY FEET CALCULATED AT AN AVERAGE ELLIPSOID HEIGHT OF 6442.00' FEET (NAD83 DATUM), HAVING A GROUND CALCULATED SCALE FACTOR OF 1.000307928.
3. EQUIPMENT USED: TRIMBLE R5S GNSS.
4. DATES(S) OF FIELD SURVEY(S): JULY 13, 2023.
5. STRUCTURES SHOWN HEREON ARE LOCATED BY OUTERMOST FEATURES.
6. DATA SHOWN ON ADJOINING PROPERTIES IS BACKGROUND OR INFORMATIONAL IN NATURE AND IS NOT A SURVEY OF ADJOINING PROPERTIES.
7. BURIED UTILITIES AND/OR PIPE LINES ARE SHOWN FOR VISIBLE SURFACE EVIDENCE AND MARKINGS BY OTHERS. ADDITIONAL UTILITIES IN USE OR ABANDONED, NOT SHOWN ON, NEAR OR CROSSING THE SUBJECT PROPERTY. REDLINE, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF HIGH-VOLTAGE UTILITIES. REDLINE, LLC DOES NOT GUARANTEE THE EXACT LOCATION OF THESE UNDERGROUND UTILITIES DUE TO THE UNKNOWN ACCURACY AND METHODS USED TO MARK THEIR LOCATION. REDLINE, LLC DID NOT SEE WHO CREATED THE MARKINGS OR THE TYPE OF EQUIPMENT USED TO DETERMINE THEIR LOCATION. REDLINE, LLC RECOMMENDS THAT UNDERGROUND UTILITIES BE EXPOSED TO DETERMINE THEIR EXACT LOCATION.
8. OWNERSHIP OF DOCUMENTS: THIS DOCUMENT, THE IDEAS AND DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF REDLINE, LLC AND IS NOT TO BE USED, IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM REDLINE, LLC.

DOCUMENT REFERENCES

1. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUN RIDGE SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN MISC. BOOK 230 PAGE 768, DOCUMENT 002908, AUGUST 08, 1983.

ENCROACHMENT, GAP AND/OR OVERLAP NOTES

1. ENCROACHMENT INTO 30' SETBACK LINE, SEE DOCUMENT REFERENCE 1.
2. NO EASEMENT FOUND FOR SANITARY LINE RUNNING THROUGH SUBJECT PROPERTY.
3. 30' WIDE STORM DRAIN EASEMENT SHOWN ON PLAT REFERENCE 1. NO DEDICATION ON SAID PLAT FOR EASEMENT. LOCATION SHOWN HEREON BY SCALING DUE TO A LACK OF DIMENSIONS ON SAID PLAT.
4. WATER LINE SHOWN ON PLAT REFERENCE 1. NO DEDICATION ON SAID PLAT FOR LINE. LOCATION SHOWN HEREON BY SCALING.

PLAT REFERENCES

1. SUN RIDGE SUBDIVISION OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, FILED FOR RECORD IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN BOOK 16, PAGE 30, DOCUMENT 1008, APRIL 25, 1983.
2. THE RE-PLAT OF LOTS 16, 17, 18 AND A PORTION OF LOTS 6, 8 AND 10 OF BLOCK 3 AND THE PROPOSED VACATION OF A PORTION OF SUN DRIVE OF THE SUN RIDGE SUBDIVISION, LAS VEGAS, NEW MEXICO, FILED FOR RECORD IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN PLAT BOOK 26, PAGE 113, DOCUMENT 3738, DECEMBER 20, 1983.
3. LOT LINE ADJUSTMENT OF LOT 16, BLOCK 2 AND LOT 8 OF BLOCK 3 OF THE SUN RIDGE SUBDIVISION TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, SAID LOTS 8 AND 18 BEING A PORTION OF THAT PROPERTY SHOWN ON WESTON AND ASSOCIATES, INC. PLAT NUMBER 8008 RECORDED IN PLAT BOOK 39, PAGE 115, OF THE SAN MIGUEL COUNTY CLERK, FILED FOR RECORD IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN PLAT BOOK 54, PAGE 77, DOCUMENT 1182, OCTOBER 13, 2008.

PURPOSE OF PLAT

THIS PLAT IS AN AS-BUILT SHOWING IMPROVEMENTS AND UNDERGROUND UTILITIES WITHIN LOT 8, BLOCK 3, SUN RIDGE SUBDIVISION, LAS VEGAS, N.M. SAID UTILITIES WERE MARKED BY OTHERS AND POINTED OUT IN FIELD BY JOSEPH AND PEARL ROMERO.

EXHIBIT A

LEGEND

- — CALCULATED POSITION (NO MONUMENT SET)
- — FOUND MONUMENT AS NOTED
- — CLEAN OUT
- ⊖ — ELECTRIC METER
- ⊕ — ELECTRIC TRANSFORMER
- ⊗ — FIRE HYDRANT
- ⊙ — GAS METER
- ⊕ — SANITARY SEWER MANHOLE
- ⊖ — STORM SEWER MANHOLE
- ⊕ — UTILITY BOX
- ⊖ — WATER VALVE
- ⊙ — SURVEY NOTE
- ⊕ — ENCROACHMENT, GAP OR OVERLAP NOTE
- — — — — WOOD FENCE
- SS — SANITARY SEWER LINE
- S1 — STORM DRAIN LINE
- — — — — WATER LINE

SURVEYOR'S CERTIFICATE

I, Joseph A. Alcon, New Mexico Professional Surveyor No. 17123, do hereby certify that this Part of an Unfinished Survey and the actual survey on the ground upon which it is based were performed by me or under my direct supervision, that I am responsible for this survey, that this survey meets the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief.

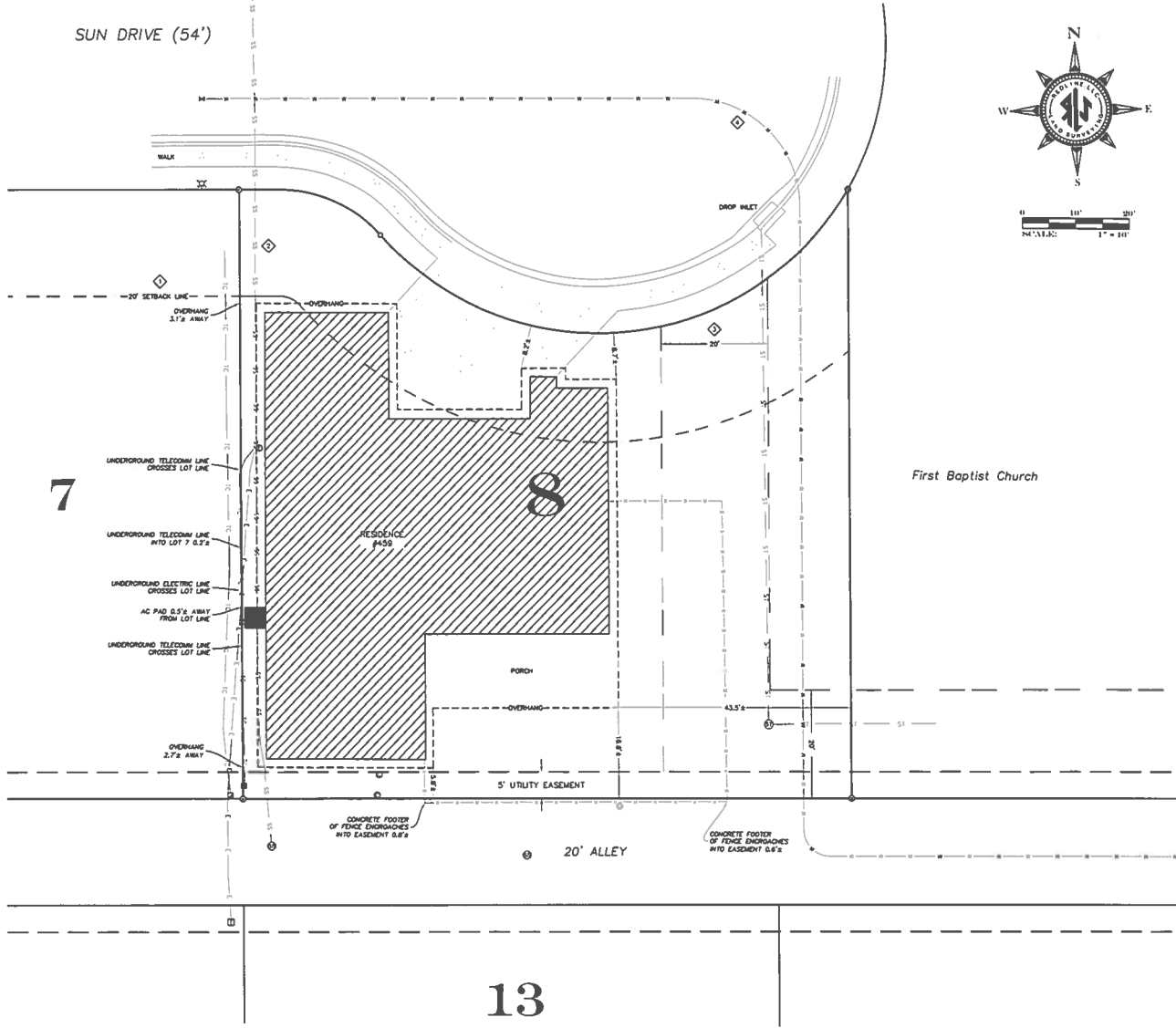
Joseph A. Alcon
 07.20.2023
 P.O. Box 207
 Mora, NM 87732



REDLINE LLC

LAND SURVEYING
 P.O. Box 207 - Mora NM 87732 - (505)428-0505
 redline_surveying@msn.com

SUN DRIVE (54')



As-Built Survey Plat
 LOT 8, BLOCK 3, SUN RIDGE SUBDIVISION
 LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

Prepared For: Joseph & Pearl Romero

Redline, LLC - Job #ASB23001

Staff Finding Report

The property located at Lot 8 in Block 3 also known as 495 Sun Drive in Las Vegas NM, 87701 was originally purchased by Mr Roy and Veronica Hernandez unknown to them at that time there existed established easements on the east side of the lot those being a 25' foot Storm Sewer and a 15" foot water easement, because it is not permitted to build in these easements the Hernanadezs' architect found it necessary to locate the proposed residential structure further west and north on the property. A cul-de-sac which also fronts the property compounded the footprint layout of their residence. Thus the Hernandezs' decided in 2007 to go thru a Variance process seeking an 11' foot front setback variance, a Design and Review team comprised of City Department heads did make a review and recommendation on this matter, they recommended that no construction take place in this area and that if a fence or wall were to be built on the east side of the property that a line locate would be best to have done. The application then proceeded to the Planning and Zoning Commission, the commission concluded that the setbacks of 6' feet in the front yard, 2' feet to the West side and 2' feet to the south of the property were not detrimental to the public safety and welfare, therefore the board decided to approve the variance for the property, in variance cases it is not necessary to take items to Council so no Council approval was sought at that time. Construction then took place and the residence was built, however it was later discovered that it had been built on top of an existing sewer line noted on the site plan (attached).

The new owners of the Property are Mr. Joseph and Mrs. Pearl Romero. The purchase was made by Pearl Romero through a Freddie Mac bid process all sales were "as is", so there was no disclosure from Freddie Mac about utility lines or easements. Mrs. Romero was issued a "Special Warranty Deed" (see attached) by Freddie Mac on December 7th of 2017, on this same day Mrs. Romero transferred the title to Mr. Joseph and Pearl Romero by "General Warranty Deed" (see attached) they are now wanting the City to take responsibility for the house being built over the sewer line by agreeing to an easement to the City so that the sewer line may be properly maintained in the future. The encroachment agreement has been passed through the City Attorney.

End Statement

(SITE PLAN)



SPECIAL WARRANTY DEED

Federal Home Loan Mortgage Corporation, for consideration paid, grant to Pearl Romero, a married woman whose address is, 495 Sun Drive, Las Vegas, NM 87701 the following described real estate in San Miguel County, New Mexico:

Lot Eight (8), Block Three (3) of the Sun Ridge Subdivision to the City of Las Vegas, San Miguel County New Mexico, as shown on plat of survey for a lot line adjustment of Lot 16 of Block 2 and Lot 8 of Block 3 by Winston & Associates, dated October 12, 2006, Drawing No. 06-097, filed for record in the office of the San Miguel County Clerk, October 13, 2006 in Plat Book 54, page 77, document no. 1162.

with special warranty covenants.

Witness ___ hand and seal this 5 day of December, 2017

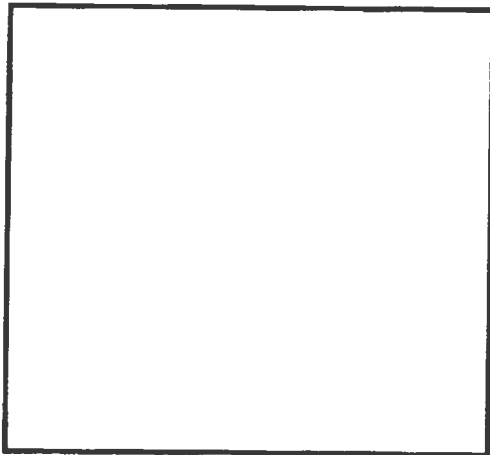
FEDERAL HOME LOAN MORTGAGE CORPORATION
By: STEWART LENDER SERVICES, INC., as its attorney-in-fact

By: Sammie Hale

Printed Name: Sammie Hale

ACKNOWLEDGMENT FOR CORPORATION

STATE OF FL
COUNTY OF Hillsborough



This Instrument was Acknowledged before me on December 5, 2017 by Sammie Hale

Authorized Signor of Stewart Lender Services, Inc., attorney in fact on behalf of Federal Home Loan Mortgage Corporation.

[Signature]
Notary Public

My Commission Expires: 1-1-18

County of San Miguel SPECIAL WARRANTY DEED
State of New Mexico Pages: 1

I Hereby Certify that this Instrument was filed for record 12/07/2017 03:46:00 PM and was duly recorded as Instrument No. 201704245 of the Records of San Miguel County, NM.

Witness My Hand and Seal Of Office
Geraldine E. Gutierrez

Deputy [Signature]
County Clerk, San Miguel, NM



WARRANTY DEED

Pearl Romero, a married woman, for consideration paid, grant to Joseph Romero and Pearl Romero, husband and wife whose address is 495 Sun Drive, Las Vegas, NM 87701 the following described real estate in San Miguel County, New Mexico:

Lot Eight (8), Block Three (3) of the Sun Ridge Subdivision to the City of Las Vegas, San Miguel County New Mexico, as shown on plat of survey for a lot line adjustment of Lot 16 of Block 2 and Lot 8 of Block 3 by Winston & Associates, dated October 12, 2006, Drawing No. 06-097, filed for record in the office of the San Miguel County Clerk, October 13, 2006 in Plat Book 54, page 77, document no. 1162.

SUBJECT TO: Restrictions, Reservations and Easements of record.

with warranty covenants.

Witness _____ hand(s) and seal this 7th day of December, 2017.

Pearl Romero (Seal)
Pearl Romero

ACKNOWLEDGMENT FOR NATURAL PERSONS

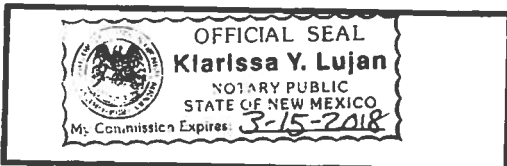
STATE OF NEW MEXICO

COUNTY OF San Miguel

This instrument was acknowledged before me on December 7th, 2017 by Pearl Romero.

My Commission Expires: 3-15-2018

Klarissa Y. Lujan
Notary Public



County of San Miguel WARRANTY DEED
State of New Mexico Pages: 1

I Hereby Certify that this Instrument was filed for record 12/07/2017 03:46:00 PM and was duly recorded as Instrument No. 201704244 of the Records of San Miguel County, NM.

Witness My Hand and Seal Of Office
Geraldine E. Gutierrez

Deputy _____
County Clerk, San Miguel, NM



Special Warranty Deed vs. General Warranty Deed

Unlike a general warranty deed, a special warranty deed does not provide a complete warranty of title. In other words, the grantor is not guaranteeing that the title is free and clear of defects, liens, or encumbrances that may have existed before he or she acquired the property.

A special warranty includes a guarantee from the grantor that there are no hidden interests or encumbrances on the property that arose while he or she owned the property.

A *warranty deed* (sometimes called a *general warranty deed*) is a form of deed that provides a full guarantee of title to real estate. This guarantee covers acts taken by all previous owners in the chain of title.



495 Sun Dr

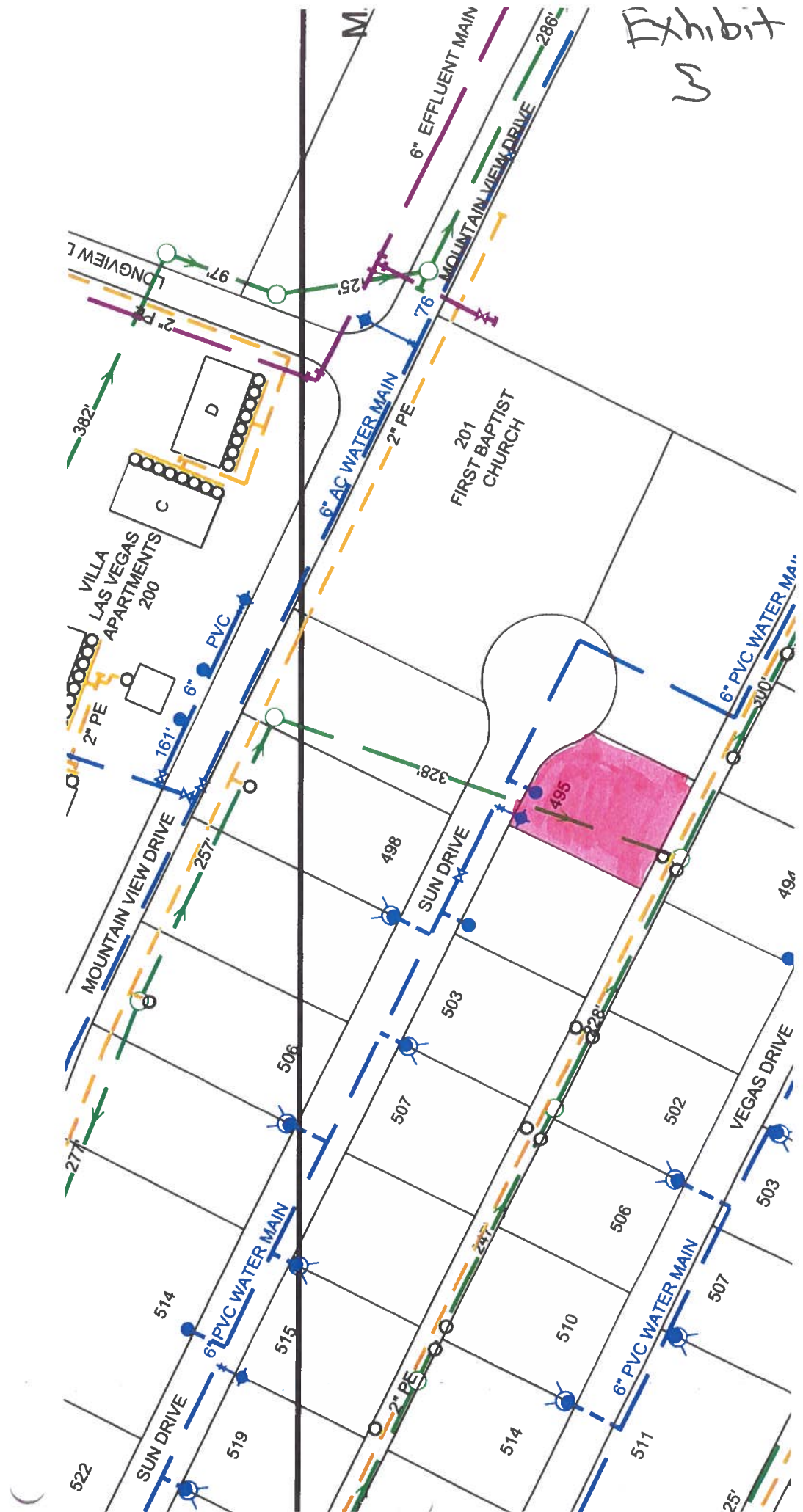








Exhibit
W





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

Meeting Date: May 8, 2024

Date Submitted: 04/26/24

Department: Utilities

Item/Topic: Approval to enter into negotiations for RFP #2024-19 for Disaster Recovery Services for the City of Las Vegas NM current and future disasters with The Sulzer Group.

Advertised: 03/22/24: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 04/16/2024

Number of Proposers: 1 – The Sulzer Group

Fiscal Impact: Paid for through City funding based on project cost.

Attachments: Original proposal, addendum 1, addendum 2, proposal opening sheet, proposal received, scoring matrix.

Committee Recommendation: This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Travis MaAmez
Department Director

Jim Montgomery by Conf.
City Manager

Reviewed By:

[Signature]
Finance Director

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

REQUEST FOR PROPOSALS

2130 April 16 (5)

The City of Las Vegas, New Mexico will open Sealed Proposals at: pm.,2024, at the City Council Chambers, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:


DISASTER RECOVERY SERVICES FOR THE CITY OF LAS VEGAS NMCURRENT & FUTURE DISASTERS

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 905 12th Street, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 905 12th St Las Vegas, New Mexico 87701; with the envelope marked **DISASTER RECOVERY SERVICES FOR THE CITY OF LAS VEGAS NM CURRENT & FUTURE DISASTERS** Opening No. 2024-19; 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.

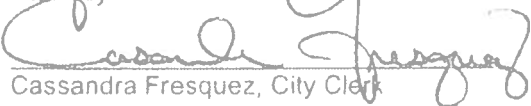
CITY OF LAS VEGAS,



Timothy Montgomery, City Manager



Attorney



Cassandra Fresquez, City Clerk



Dominic Chavez, Interim Finance Director



Helen Vigil, Purchasing Officer

Opening No. 2024-19 Date Issued: 3/19/2024

Published: Las Vegas Optic March 22, 2024

Albuquerque Journal March 22, 2024

www.lasvegasnm.gov March 22, 2024

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO : _____

SERVICE (S): **DISASTER RECOVERY SERVICES FOR THE CITY OF LAS VEGAS NM
CURRENT & FUTURE DISASTER** THE CITY OF LAS VEGAS RESERVES THE RIGHT
REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN
THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract, or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract

Signature

Subscribed and sworn to before me, this ___ day of _____, 20.

(SEAL)

Notary Public Signature
My Commission Expires _____

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW:

The Agreement shall be governed exclusively by the laws of the State of New Mexico as they exist from time to time.

2. INDEPENDENT CONTRACTORS: The Offeror (design professionals) and the Offeror's agents and employees are independent Contractors and are not employees of the CITY OF LAS VEGAS. The Offeror and Offeror's agents and employees shall not accrue leave, retirement, insurance, bonding, use of CITY OF LAS VEGAS vehicles, or any other benefits afforded to employees of the CITY OF LAS VEGAS as a result of the Agreement.

3. BRIBES, GRATUITIES & KICK-BACKS: Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

TERMS AND CONDITIONS

- A. The City reserves the right to reject any and/or all proposals, call for new proposals, to waive any informality in a proposal, and to select the qualified parties. The City reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of the citizens of Las Vegas.
- B. The City reserves the right to request clarification of information submitted and to request additional information from any respondent.
- C. The City reserves the right to award any contract to the next most qualified respondent if the successful respondent does not execute a contract within thirty (30) days after the selection of the respondent.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the RFP responses. No proposal may be modified or withdrawn for a period of one hundred-twenty (120) calendar days thereafter.
- E. The professional services contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Las Vegas Board of Commissioners.
- F. Ownership of all data, materials and documentation prepared for and submitted in response to this RFP shall belong exclusively to Las Vegas City and will be considered a public record and subject to public inspection in accordance with New Mexico public records laws. Exceptions may be requested by the applicant, citing applicable statutory authority for holding specific information in confidence. The approval of exceptions will be in the sole discretion of the City.
- G. By submitting their proposals, all proposing parties certify that their proposals are made without collusion or fraud and that they have not offered or received any inducements from any other person or party in connection with their proposals, and that they have not conferred on any Las Vegas City employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.
- H. By submitting their proposals, all proposing firms certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of New Mexico and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of New Mexico or the federal government.
- I. Those submitting responses do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual for any costs incurred in preparing or submitting bids or providing additional information when requested by the City.

AWARDED PROPOSAL:

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: April 16, 2024, 2:30 pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: TBD, 2024. 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.

COPIES

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS

Offeror is required to tab pages which include the following. Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable, and total bid amount page.

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 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and 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 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION:

In signing of their proposal and affidavit the offeror must submit signed non-collusion form that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but **may not** be re-submitted. Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their **Certificate Number** (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

SPECIAL NOTICE:

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

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

NEGOTIATION:

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

CONTRACT:

- A. Contract Negotiations: Upon selection of the most qualified respondent on the basis of demonstrated competence and qualifications for the type of professional services required, the City may negotiate payment terms which it determines is fair and reasonable and negotiate any other portion of the contract deemed necessary. In the event the City is not able to negotiate successfully with the top ranked respondent, the City shall cease negotiations with that respondent and either begins negotiations with the next ranked respondent or may choose to cancel the solicitation in its entirety. Award shall be made to the respondent whose submittal and subsequent negotiation is most advantageous to the City. The City reserves the right to renegotiate terms as needed to obtain the most cost-effective services.
- B. Contract Term: The contract term is one (1) year with the option to renew up to three (3) additional one-year extensions upon mutual agreement from both parties. A signed contract extension should be executed within thirty (30) days of original contract term.
- C. Termination of Contract: This contract may be terminated, in whole or in part, at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to the successful respondent. If this contract is terminated, the City shall be liable only for payment under the payment provisions of the contract for services rendered and accepted material received by the City before the effective date of termination.

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.

REQUIRED CLAUSES

Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements

- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current New Mexico Business license, if applicable
- Attestation, Non-Solicitation, and E-Verify Forms

Hold Harmless

To the fullest extent permitted by law, Offeror shall indemnify, hold harmless, and defend CITY OF LAS VEGAS and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

Non-assign ability

No Offeror shall assign any interest in this contract by assignment, transfer, or notation, without prior written consent of CITY OF LAS VEGAS. This provision shall not be construed to prohibit the Offeror from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CITY OF LAS VEGAS.

Exclusions

Offeror must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Offeror must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Offerors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the submittal.

Disclosure

Offeror must disclose whether it provides services or pays commissions to any employee or official of CITY OF LAS VEGAS. If so, Offeror must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

Termination for Cause and Convenience

Offeror acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the Offeror's control.

Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Venue

This Agreement shall be governed by the laws of the State of New Mexico. Proper venue for any lawsuit arising under the terms of this Agreement shall be the District Court of San Miguel and any appropriate Appellate therefrom. Offeror hereby agrees and consents to personal and/or in jurisdiction of the trial and appropriate Appellate courts.

Discrimination Clause

The Offeror agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Offeror agrees to abide by the requirements of the Americans with Disabilities Act of 1990

Equal Employment Opportunity

During the performance of this contract, the Offeror agrees to abide by 41 C.F.R. Part 60-1.4(b).

Davis Bacon

Not Applicable for FEMA Public Assistance Grants.

Copeland Anti-Kickback Act

Not Applicable for FEMA Public Assistance Grants

Contract Work Hours and Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY OF LAS VEGAS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Rights to inventions made under a contract or agreement

Not Applicable for FEMA Public Assistance Grants

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to CITY OF LAS VEGAS and understands and agrees that CITY OF LAS VEGAS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq
2. The contractor agrees to report each violation to CITY OF LAS VEGAS and understands and agrees that CITY OF LAS VEGAS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by CITY OF LAS VEGAS. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY OF LAS VEGAS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Offeror agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions

Procurement of Recovered Materials

- A. In the performance of this contract, the Offeror shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements, or
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. the Offeror also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Offeror agrees to provide CITY OF LAS VEGAS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Offeror which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions

The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed

The Offeror agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, CITY OF LAS VEGAS and the Offeror acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

DHS Seal, Logo and Flags

The Offeror shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval CITY OF LAS VEGAS. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract, scope of work; and/or Offeror change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Offeror will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Offeror, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Offeror acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror's actions pertaining to this contract.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTION SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Please disclose any campaign donations made to any of the following officials:

- David G Romero Mayor
- David Ulibarri Councilman Ward 1
- Michael Montoya Councilman Ward 2
- Barbara Perea Casey Councilwoman Ward 3
- Marvin Martinez Councilman Ward 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER
RESPONSIBILITY MATTERS**

The Offeror certifies to the best of its knowledge and belief that the Offeror, the Offeror's principals and any other entities owned or controlled by Offeror or Offeror's principal(s):

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local instrumentalities or being awarded a contract funded by a federal grant.
2. Have not within the last (5) years been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1 of this certification, and
4. Have not within the last (5) years had one or more transactions terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this Bid and/or termination of the award

Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached

STATEMENT OF NON-COLLUSION

By Submission of the Proposal, the Offeror Certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
2. This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
5. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Company Name

Address

Signature

Title

Date

**REQUEST FOR PROPOSALS FOR DISASTER RECOVERY SERVICES FOR THE
CITY OF LAS VEGAS NM
CURRENT & FUTURE DISASTERS**

The City of Las Vegas, New Mexico is requesting proposals for **Disaster Recovery Services for City of Las Vegas** as defined in the scope of work.

BACKGROUND INFORMATION

The City of Las Vegas sustained significant damages to water infrastructure as a result of the Hermit's Peak/Calf Canyon (HPCC) wildfire. As a result, the City is now searching for a qualified Disaster Recovery firm to oversee and execute Federal Emergency Management Agency funded projects and assist with grant management related to current disasters and any future declared events. The search for this Disaster Recovery firm is being conducted by means of public invitation to all prospective qualified proposers. The City of Las Vegas is pursuing all options available under the Federal Public Assistance Program and the FEMA Claims Office, including funding for debris removal, emergency protective measures, 404 and 406 Mitigation, and permanent repair/ replacement of eligible infrastructure.

1. SCOPE OF WORK

The Offeror shall perform **Disaster Recovery Services for the City of Las Vegas NM** on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Offeror shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

In order to accomplish a proper recovery, the City of Las Vegas seeks professional management of FEMA funded projects. The selected contractor will strategically manage the City's project development and administration of various Federal and State Disaster Programs related to DR-4652-NM and any other disasters that occur during the term of this contract. The awarded offeror will provide project support for all existing, open disaster recovery efforts.

The duties of the offeror shall include but are not limited to the following services and requirements:

- 1) Securing Federal funding and adequate cash flow for disaster recovery projects
- 2) Development of DDD's, Scopes of Work, and Cost Estimates
- 3) Cost Reconciliation of Completed Work
- 4) Project Formulation and Review
- 5) Procurement Support
- 6) Grant Administration and Accounting Support
- 7) Request for Reimbursements
- 8) Project closeout

Examples of disaster recovery services that may be required to include but are not limited to:

- Assist in the management of disaster recovery projects undertaken by City of Las Vegas. Projects may include but not be limited to temporary measures to prevent additional damages or prevent life/safety issues, construction, repair or replacement of existing facilities/assets, demolition of existing damaged facilities/assets, debris removal, emergency protective measures and decommissioning of temporary measures.
- Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Proactively identify and resolve issues that may arise related to the funding of work complete or to be completed.
- Assess damage to public infrastructure as needed.
- Respond to and/or prepare Federal Emergency Management Agency (FEMA)/State of NM documentation requests relating to the project
- Assist the City with the preparation and submittal of applications for disaster recovery funding, including any funding through the HPCC Claims Office;
- Assist in determining the scope of the project and obtaining any required approvals from FEMA and/or State of NM
- Track status of Requests for Reimbursement's submitted to assist with cash flow planning and payment to contractors;
- Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
- Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client.
- Provide technical assistance, as requested. Technical assistance may involve engineering, cost estimating, and architectural support, among other types of assistance.
- Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
- Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
- Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD's") and a project's Scope of Work ("SOW").
- Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
- Evaluate alternate and/or improved projects.
- Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
- Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements.
- Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
- Prepare first and second appeals, and arbitration as requested.
- Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
- Perform PW closeouts.
- Prepare projects for audit.
- Respond to audit findings, as required.

The scope of work for these projects and all accounting of the scope of work to be provided for these projects must conform to FEMA, the New Mexico Department of Financial Administration, and New Mexico Department of Homeland Security reimbursement requirements. The selected firm shall procure and maintain at all times during the term of the Agreement general liability insurance in the amount of \$1 million per occurrence and \$3 million aggregate and worker's compensation insurance in accordance with that required by applicable law. In advance of the commencement of Services under this Agreement the Consultant shall provide City of Las Vegas with a certificate of insurance reflecting the aforementioned general liability coverage. Said policy shall provide that City of Las Vegas must be given thirty (30) days advance notice in writing of any material changes or cancellation of any such policy (ics) of insurance.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

Proposals shall be printed on one side only, 8 1/2" x 11", and bound on the left margin. No other material is to be included.

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 905 12th St. Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **Disaster Recovery Services for the City of Las Vegas NM** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

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

1. **Introduction and Statement of Qualifications:** Offeror shall describe the unique qualifications of their organization in providing these services.
2. **Project Team:** The names of the project team that will be assigned to this project if Offeror is awarded, including individuals in leadership capacities for the Scope of Work.
3. **Scope of Services:** For each item under Scope of Services in this RFP, describe Offeror's ability to provide the Services, identify and describe any known constraints in fulfilling the Scope of Services as described, and identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Services.
4. **References:** as described below in Organization References
5. **Disadvantaged Business Certification**
6. **Resident Preference** – Offeror's proximity to the City of Las Vegas
7. **Veterans Preference** – Business owners status as a US Military Veteran.

Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for clients within the last three years. Organizational references that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted

reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Staff assigned to reference engagement that will be designated for work per this RFP; and
- e. Client project manager name, telephone number, fax number and e-mail address.

The scope of work for these projects and all accounting of the scope of work to be provided for these projects must conform to FEMA, the New Mexico Department of Financial Administration, and New Mexico Department of Homeland Security reimbursement requirements. The selected firm shall procure and maintain at all times during the term of the Agreement general liability insurance in the amount of \$1 million per occurrence and \$3 million aggregate and worker's compensation insurance in accordance with that required by applicable law. In advance of the commencement of Services under this Agreement the Consultant shall provide City of Las Vegas with a certificate of insurance reflecting the aforementioned general liability coverage. Said policy shall provide that City of Las Vegas must be given thirty (30) days advance notice in writing of any material changes or cancellation of any such policy (ies) of insurance.

Discussions may be conducted with responsive Offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with the solicitation requirements for the purpose of obtaining best and final offers.

***Note: Pursuant to NMSA 1978, Section 13-1-120(B) price cannot be a factor in ranking the RFP respondents for this type of RFP. Fair and reasonable compensation will be determined in writing prior to award of contract in accordance with NMSA 1978, Section 13-1-122.**

3. COST OF PREPARING AND SUBMITTING PROPOSALS

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

4. AWARD OF CONTRACT

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

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), 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.

5.2 INSURANCE CERTIFICATE

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

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

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

6.1.2 Interpretations

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

6.1.3 Addendum

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

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5) copies** of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.

- c. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses **(If Applicable)**
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate minimum of ten (10) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial **(If Applicable)**
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

9. Contractors Bonds (If Applicable)

- i. Successful offeror will be required to furnish a performance bond.
- d. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- e. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- f. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

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

6.2.3 PREQUALIFICATION PROCESS

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

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

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

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

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

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

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

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

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

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

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

7.4 NOTICE OF AWARD

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

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

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

8.2 EXECUTION AND APPROVAL OF AGREEMENT

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

8.3 NOTICE TO PROCEED

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

8.4 OFFEROR'S QUALIFICATION STATEMENT

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

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting

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

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

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

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

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

12.2 TERMS

- a. The terms *must*, *shall*, *will is required* or *are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.

- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assign ability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.

- p. *Subject to Other Documents:* This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

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

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

| Rating Sheet For (applicant name): | | |
|---|------------------------|-----------------------|
| Item | Possible Points | Points Awarded |
| 1. Introduction and Statement of Qualifications: Offeror shall describe the unique qualifications of their organization in providing these services. | 15 | |
| 2. Project Team: The names of the project team that will be assigned to this project if Offeror is awarded, including individuals in leadership capacities for the Scope of Work. | 30 | |
| 3. Scope of Services: For each item under Scope of Services in this RFP, describe Offeror's ability to provide the Services, identify and describe any known constraints in fulfilling the Scope of Services as described, and identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Services. | 35 | |
| 4. References: as described below in Organization References | 10 | |
| 5. New Mexico Resident 2.5/ Veterans Preference 2.5 | 5 | |
| 6. Disadvantaged Business Certification | 5 | |
| Total Possible Awarded Points | 100 | |



City of Las Vegas

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

Mayor David Romero

ADDENDUM NO. 1

REQUEST FOR PROPOSAL 2024-19

DISASTER RECOVERY SERVICES FOR CITY OF LAS VEGAS NM

CURRENT & FUTURE DISASTERS

- I. Section 6.2 of the RFP details the submittal procedures for a proposal. The required organization of the proposal does not stipulate a place for a cost proposal. Is a cost proposal required for the proposal?
 - Cost is not required at this time. The selected offeror(s) will be asked to submit cost during the negotiation process.

RFP 2024-19: DISASTER RECOVERY SERVICES FOR CITY OF LAS VEGAS NM

CURRENT & FUTURE DISASTERS

PUBLISHED: Albuquerque Journal 3/22/2024

Las Vegas Optic 3/22/2024

City of Las Vegas Web Page 3/22/2024

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 905 12TH STREET., LAS VEGAS, NEW MEXICO 87701. CITY WEB PAGE: www.lasvegasnm.gov, BY WRITING TO 905 12TH STREET. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE RFP DOCUMENTS REMAIN UNCHAINED.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

ADDENDUM NO. 2

REQUEST FOR PROPOSAL 2024-19

DISASTER RECOVERY SERVICES FOR CITY OF LAS VEGAS NM

CURRENT & FUTURE DISASTERS

1. **Correction to Addendum #1 Section 6.2 of the RFP details the submitted procedures for a proposal. The required organization of the proposal does not stipulate a place for a cost proposal. Is a cost proposal required for the proposal.**
 - **Cost will indeed be required. Please reference 2.2.3 page 50 @ www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf**

2. **Is this RFP for project management and/or grant management?**
 - This RFP is for both Project Management and Grant Management

3. **Is a letter from the financial institution regarding credit rating required?**
 - Yes, this is a requirement of RFP 2024-19 as per section 6.2C7

4. **Under 12.4c. Fees: A lump sum fixed fee for Basic Service will be negotiated with the Offeror. Work under the FEMA Public assistance program is normally through a time and materials contract based on management costs. Is this negotiable or is a lump sum contract non-negotiable?**
 - These will be time and materials contracts and will be negotiable

5. **What specific licenses are required and when?**
 - A City of Las Vegas Business license will be required upon signing of contracts.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

6. **Under 9. EXECUTION OF CONTRACT:** The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. These are bonds not normally associated with this type of work. Are these required?

- No, they will not be required

7. **Fema prohibits the use of local geographic preferences.**

- Therefore, evaluation sheet (New Mexico Resident 2.5/Veterans Preference 2.5) will be removed and not required.

8. **Please see attached new evaluation sheet**

RFP 2024-19: DISASTER RECOVERY SERVICES FOR CITY OF LAS VEGAS NM

CURRENT & FUTURE DISASTERS

PUBLISHED: Albuquerque Journal 3/22/2024

Las Vegas Optic 3/22/2024

City of Las Vegas Web Page 3/22/2024

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David Ulibarri
Councilor Ward 1

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Councilor Ward 2

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Marvin Martinez
Councilor Ward 4

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

| Rating Sheet For (applicant name): | | |
|---|------------------------|-----------------------|
| Item | Possible Points | Points Awarded |
| 1. Introduction and Statement of Qualifications: Offeror shall describe the unique qualifications of their organization in providing these services. | 15 | |
| 2. Project Team: The names of the project team that will be assigned to this project if Offeror is awarded, including individuals in leadership capacities for the Scope of Work. | 25 | |
| 3. Scope of Services: For each item under Scope of Services in this RFP, describe Offeror's ability to provide the Services, identify and describe any known constraints in fulfilling the Scope of Services as described, and identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Services. | 25 | |
| 4. Rates, Fees, Costs, and Expenses | 15 | |
| 5. References: as described below in Organization References | 10 | |
| 6. Disadvantaged Business Certification | 10 | |
| Total Possible Awarded Points | <u>100</u> | |

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 16-Apr-2024

OPENING NO.: 2024-19

TIME: 2:30 PM

DEPARTMENT: **EXECUTIVE**

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

ITEM(S): **DISASTER RECOVERY SERVICES FOR THE
CITY OF LAS VEGAS NM CURRENT &
FUTURE DISASTERS**

| RECEIVED FROM: | AMOUNT | SUB CONTRACTOR LIST | BID BOND | AFFIDAVIT NOTARIZED | CAMPAIGN DISC. FORM |
|--------------------|--------|---------------------------|----------|------------------------|------------------------|
| 1 The Sulzer Group | 0 | 0 | 0 | ✓ | ✓ |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

| COMPANY REPRESENTATIVE | COMPANY NAME |
|------------------------|----------------|
| 1 <i>[Signature]</i> | CLV INVENTORY |
| 2 <i>[Signature]</i> | CLV Purchasing |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

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

[Signature]
DATE: 4/17/2024

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 4-16-2024

COPIES TAKEN BY DEPT:
[Signature]
DATE: 4/17/2024



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

Meeting Date: May 8, 2024

Date Submitted: 04/26/24

Department: Utilities

Item/Topic: Approval to enter into negotiations for RFP #2024-18 for Disaster Legal Services for the City of Las Vegas NM for damages sustained from the Hermit's Peak/Calf Canyon Wildfires with Singleton Schreiber.

Advertised: 03/22/24: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 04/16/2024

Number of Proposers: 2 – Singleton Schreiber

Roybal Mack & Cordova P.C. B&D Law Offices and Robins Cloud PC

Fiscal Impact: Paid for through City funding based on project cost.

Attachments: Original proposal, addendum 1, proposal opening sheet, proposals received, scoring matrix.

Committee Recommendation: This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Travis Martinez
Department Director

Jim Montgomery
City Manager

Reviewed By:

[Signature]
Finance Director

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, April 16, 2024 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**DISASTER LEGAL SERVICES FOR CITY OF LAS VEGAS NEW MEXICO
FOR DAMAGES SUSTAINED FROM THE HERMIT'S PEAK/CALF CANYON WILDFIRES**

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 905 12th St, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 905 12th St., Las Vegas, New Mexico 87701; with the envelope marked **DISASTER LEGAL SERVICES FOR CITY OF LAS VEGAS NEW MEXICO FOR DAMAGES SUSTAINED FROM THE HERMIT'S PEAK/CALF CANYON WILDFIRES** Opening No. 2024-18; 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,




Timothy Montgomery, City Manager



Attorney



Casandra Fresquez, City Clerk



Dominic Chavez, Interim Finance Director



Helen Vigil, Purchasing Officer

Opening No. 2024-18

Date Issued: 3/19/2024

Published. Las Vegas Optic

March 22, 2024

Albuquerque Journal

March 22, 2024

www.lasvegasnm.gov

March 22, 2024

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **DISASTER LEGAL SERVICES FOR CITY OF LAS VEGAS NEW MEXICO FOR DAMAGES SUSTAINED FROM THE HERMIT'S PEAK/CALF CANYON WILDFIRES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

Notary Public Signature
My Commission Expires: _____

GENERAL TERMS AND CONDITIONS

1. **GOVERNING LAW:** The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
2. **INDEPENDENT CONTRACTORS:** The Offeror (design professionals) and the Offeror's agents and employees are independent Contractors and are not employees of the CITY OF LAS VEGAS. The Offeror and Offeror's agents and employees shall not accrue leave, retirement, insurance, bonding, use of CITY OF LAS VEGAS vehicles, or any other benefits afforded to employees of the CITY OF LAS VEGAS as are result of the Agreement.
3. **BRIBES, GRATUITIES & KICK-BACKS:** Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

TERMS AND CONDITIONS

- A. The City reserves the right to reject any and/or all proposals, call for new proposals, to waive any informality in a proposal, and to select the qualified parties. The City reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of the citizens of Las Vegas.
- B. The City reserves the right to request clarification of information submitted and to request additional information from any respondent.
- C. The City reserves the right to award any contract to the next most qualified respondent if the successful respondent does not execute a contract within thirty (30) days after the selection of the respondent.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the RFP responses. No proposal may be modified or withdrawn for a period of one hundred-twenty (120) calendar days thereafter.
- E. The professional services contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Las Vegas Board of Commissioners.
- F. Ownership of all data, materials and documentation prepared for and submitted in response to this RFP shall belong exclusively to Las Vegas City and will be considered a public record and subject to public inspection in accordance with New Mexico public records laws. Exceptions may be requested by the applicant, citing applicable statutory authority for holding specific information in confidence. The approval of exceptions will be in the sole discretion of the City.
- G. By submitting their proposals, all proposing parties certify that their proposals are made without collusion or fraud and that they have not offered or received any inducements from any other person or party in connection with their proposals, and that they have not conferred on any Las Vegas City employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.
- H. By submitting their proposals, all proposing firms certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of New Mexico and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of New Mexico or the federal government.
- I. Those submitting responses do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual for any costs incurred in preparing or submitting bids or providing additional information when requested by the City.

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:

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: April 16, 2024; 2:00 pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: **TBD**, 2024. 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.

COPIES

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable, and total bid amount page.

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 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and 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 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION:

In signing of their proposal and affidavit the offeror must submit signed non-collusion form that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

SPECIAL NOTICE:

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

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

NEGOTIATION:

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

CONTRACT:

- A. Contract Negotiations: Upon selection of the most qualified respondent on the basis of demonstrated competence and qualifications for the type of professional services required, the City may negotiate payment terms which it determines is fair and reasonable and negotiate any other portion of the contract deemed necessary. In the event the City is not able to negotiate successfully with the top ranked respondent, the City shall cease negotiations with that respondent and either begins negotiations with the next ranked respondent or may choose to cancel the solicitation in its entirety. Award shall be made to the respondent whose submittal and subsequent negotiation is most advantageous to the City. The City reserves the right to renegotiate terms as needed to obtain the most cost-effective services.
- B. Contract Term: The contract term is one (1) year with the option to renew up to four (4) additional one-year extensions upon mutual agreement from both parties. A signed contract extension should be executed within thirty (30) days of original contract term.
- C. Termination of Contract: This contract may be terminated, in whole or in part, at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to the successful respondent. If this contract is terminated, the City shall be liable only for payment under the payment provisions of the contract for services rendered and accepted material received by the City before the effective date of termination.

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.

REQUIRED CLAUSES

Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements

- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current New Mexico Business license, if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms
- Schedule of Fees and Costs

Hold Harmless

To the fullest extent permitted by law, Offeror shall indemnify, hold harmless, and defend CITY OF LAS VEGAS and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company,

Non-assign ability

No Offeror shall assign any interest in this contract by assignment, transfer, or notation, without prior written consent of CITY OF LAS VEGAS. This provision shall not be construed to prohibit the Offeror from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CITY OF LAS VEGAS.

Exclusions

Offeror must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Offeror must further certify that he has not been convicted of, or has not entered into a plea of guilty or no contender to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Offerors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the submittal.

Disclosure

Offeror must disclose whether it provides services or pays commissions to any employee or official of CITY OF LAS VEGAS. If so, Offeror must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

Termination for Cause and Convenience

Offeror acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the Offeror's control.

Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Venue

This Agreement shall be governed by the laws of the State of New Mexico. Proper venue for any lawsuit arising under the terms of this Agreement shall be the District Court of San Miguel and any appropriate Appellate there from. Offeror hereby agrees and consents to personal and/or in jurisdiction of the trial and appropriate Appellate courts.

Discrimination Clause

The Offeror agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Offeror agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Equal Employment Opportunity

During the performance of this contract, the Offeror agrees to abide by 41 C.F.R. Part 60-1.4(b).

Davis Bacon

Not Applicable for FEMA Public Assistance Grants.

Copeland Anti-Kickback Act

Not Applicable for FEMA Public Assistance Grants.

Contract Work Hours and Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY OF LAS VEGAS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Rights to inventions made under a contract or agreement

Not Applicable for FEMA Public Assistance Grants

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to CITY OF LAS VEGAS and understands and agrees that CITY OF LAS VEGAS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to CITY OF LAS VEGAS and understands and agrees that CITY OF LAS VEGAS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by CITY OF LAS VEGAS. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY OF LAS VEGAS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Offeror agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions

Procurement of Recovered Materials

- A. In the performance of this contract, the Offeror shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. the Offeror also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Offeror agrees to provide CITY OF LAS VEGAS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Offeror which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Offeror agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, CITY OF LAS VEGAS and the Offeror acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

DHS Seal, Logo and Flags

The Offeror shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval CITY OF LAS VEGAS. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Offeror change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Offeror will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Offeror, or any other party pertaining to any matter resulting from the contract

Program Fraud and False or Fraudulent Statements or Related Acts

The Offeror acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror's actions pertaining to this contract.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Please disclose any campaign donations made to any of the following officials:

- David G Romero Mayor
- David Ulbarri Councilman Ward 1
- Michael Montoya Councilman Ward 2
- Barbara Perea Casey Councilwoman Ward 3
- Marvin Martinez Councilman Ward 4.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER
RESPONSIBILITY MATTERS**

The Offeror certifies to the best of its knowledge and belief that the Offeror, the Offeror's principals and any other entities owned or controlled by Offeror or Offeror's principal(s):

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local instrumentalities or being awarded a contract funded by a federal grant.
2. Have not within the last (5) years been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1 of this certification; and
4. Have not within the last (5) years had one or more transactions terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this Bid and/or termination of the award.

Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

STATEMENT OF NON-COLLUSION

By Submission of the Proposal, the Offeror Certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
2. This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
5. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Company Name

Address

Signature

Title

Date

**REQUEST FOR PROPOSALS DISASTER LEGAL SERVICES FOR CITY OF LAS
VEGAS NEW MEXICO FOR DAMAGES SUSTAINED FROM THE HERMIT'S
PEAK/CALF CANYON WILDFIRES**

The City of Las Vegas, New Mexico is requesting proposals for **Disaster Legal Services for City of Las Vegas New Mexico for Damages Sustained from the Hermit's Peak/ Calf Canyon Wildfires** as defined in the scope of work.

BACKGROUND INFORMATION

The City of Las Vegas sustained extensive damages as a result of the Hermit's Peak/Calf Canyon (HPCC) wildfire and is pursuing all available compensation in order to execute a full and effective recovery. As a result, the City is now searching for a qualified disaster legal firm by means of public invitation to all prospective qualified proposers. DR-4652-NM was a controlled burn that became the largest and most destructive wildfire in the history of New Mexico and the largest wildfire in 2022 in the contiguous United States. The fire and subsequent flooding drastically impacted the watershed which supplies all water to the City of Las Vegas community. This damaged infrastructure is currently causing water shortages, poor water quality, and dramatically increased operating costs for the City. These cascading events are predicted to continue far into the future with long term and complex impacts. President Biden announced that the U.S. Government would cover 100% of the costs and losses caused by the Hermit's Peak/Calf Canyon fires and the City seeks professional legal services accomplish this goal.

I. SCOPE OF WORK

The Offeror shall perform **Disaster Legal Services for Damages Sustained from the Hermit's Peak/ Calf Canyon Wildfires** on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Offeror shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include but are not limited to the following services and requirements:

- a) Legal assistance, support, and representation as determined by the City in connection with financial losses stemming from the HPCC fire.
- b) Identify and quantify the financial impact of the City's direct, indirect, and intangible losses associated with the fire including but not limited to: damage to infrastructure, damage to the environment, loss of revenue, loss of growth opportunities, increased risk, increased demand on social services, declines in tourism, and impact on the health and wellbeing of the community.
- c) Support the development, filing, and negotiation of claims through the HPCC Claims office on the City's behalf.
- d) Facilitate the development, filing, and negotiation of appeals through the FEMA Public Assistance Program.
- e) Engage in mediation and/or arbitration as required.
- f) If necessary and appropriate, develop and/or bring a legal action against the United States Government, the U.S. Forest Service, FEMA, and or the Hermit's Peak Calf

Canyon Claims office or any other entity or individual for any causes of action that may accrue to the City arising from the Hermits Peak/Calf Canyon Fires and the United States' response to the fires.

- g) Brief City officials and the City Manager, City Attorney, and/or the City Council on all matters related to this Scope of Work.
- h) Provide copies of all litigation correspondence and pleadings produced and received in connection with litigation on behalf of the City and give timely written notice to the City on any and all pleadings, dispositive motions, rulings, hearings, trials, mediations, or settlement negotiations and any other legal events relevant to this Scope of Work.
- i) Refrain from making any settlement or compromise of any nature of any of the City's claims without the City's prior approval. The City has the absolute right to accept or reject any settlement or compromise.

SUBMISSION REQUIREMENTS

The respondent should have a minimum of ten (10) years' experience in representation of US local governments with a specialization in disaster claims.

1. Specialized Competence of Firm

- Summarize the respondent's unique qualifications in providing legal services including brief history of the firm, size, structure and areas of practice
- Complete resumes for three (3) qualified attorneys designated by the firm at which Las Vegas City will select one of the three as the point of contact or lead attorney if the firm is selected.
- Provide information on certifications or licenses, educational institution conferring law degree and year of degree, professional background and professional associations.
- Provide information about the range of services offered and available support staff.
- Provide details of any ethics violations or board actions against the firm, its attorneys and employees within the last ten (10) years.

2. Past Record of Performance

- Provide experience advising local and county governments in fire recovery.
- Provide experience representing and advising clients in disaster recovery.
- Provide experience with litigation related to disaster recovery.
- Provide examples of expertise in the civil aspects of municipal law.
- Provide at least three (3) professional references for the firm, preferably from municipal clients similar to City of Las Vegas: including the names, addresses, and telephone numbers, email addresses
- Provide at least three (3) professional references including the names, addresses, and telephone numbers, email addresses, for each of the three (3) qualified attorneys designated by the firm which Las Vegas City will select one of the three as the point of contact or lead attorney.

3. Capacity & Capability of Firm

- Provide information on the following to demonstrate the respondent's availability and capacity to provide timely legal services.

- Provide a statement describing how the respondent proposes to provide disaster recovery representation services to the City. Address issues such as office location, accessibility to Las Vegas City Council, and City Staff, Board Meeting attendance, and other meetings including any virtual meetings that may be required. Counsel must be available by phone, fax, cell phone, and email.
- Provide documentation of workload capacity commensurate with the level of service required by the City.
- Provide information about the respondent's availability and capability to perform on short notice and to ensure timely response and completion based on the City's schedules and deadlines.

4. Understanding the required services and quality assurance

- Provide a list of all local agencies or clients the respondent now represents which may cause a potential conflict of interest with the City of Las Vegas
- Describe how the respondent protects client confidentiality. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to specific exemption.
- Describe the respondent's intended approach to communicate with the City regarding progress reports, status reports, recommendations, status of opinions, etc.

5. Billing and Compensation

A statement that the law firm or attorney agrees to bill the City of Las Vegas for attorney services at the rates established by the contract with the City. Proposals shall include the proposed fee, subject to negotiation during the procurement process, for the law firm's or attorneys' services in one of the following formats:

- Hourly rate – billing the City for attorney services and related services in 0.1 hourly increments, with a fee schedule listing each attorney and other biller (paralegal, law clerk, etc.) and/or category of biller with their hourly rate and other costs to be charged to the City;
- Contingent fee – billing the City for attorney services and related services based upon a percentage rate of the damages and other costs recovered by the law firm or attorney on behalf of the City, with a listing of the contingent fee percentage rate and any other costs and fees to be charged to the City in instances of a) pre-trial settlement, b) trial award, or c) if recovered after appeal by the City or any party in the litigation; or
- Hybrid rate – billing the City for attorney services and related services based upon a hybrid rate comprised of both 0.1 hourly increments and a contingent fee, with a fee schedule listing each attorney and other biller (paralegal, law clerk, etc.) and/or category of biller with their hourly rate and other costs to be charged to the City and with a listing of the contingent fee percentage rate and any other costs and fees to be charged to the City in instances of a) pre-trial settlement, b) trial award, or c) if recovered after appeal by MISD or any defendant in the litigation.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

work, technical approach to the project and references from other clients

Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. No other material is to be included.

- 2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 905 12th St, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **Disaster Legal Services for City of Las Vegas New Mexico for Damages Sustained from the Hermit's Peak/ Calf Canyon Wildfires** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.
- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.
1. Specialized Competence of Firm Regarding the Type of Services Described in Scope of Work
 2. Past Record of Performance on Contracts with Government Agencies Regarding Prior Representation & Litigation
 3. Capacity & Capability of Firm
 4. Proximity to or Familiarity with the Affected Areas
 5. Billing and Compensation
 6. Amount of Work that will be done in New Mexico
 7. Interview (if needed)
 8. Resident Preference – Offeror's proximity to the City of Las Vegas
 9. Veterans Preference – Business owners' status as a US Military Veteran.

The scope of work for these projects and all accounting of the scope of work to be provided for these projects must conform to FEMA, the New Mexico Department of Financial Administration, and New Mexico Department of Homeland Security reimbursement requirements. The selected firm shall procure and maintain at all times during the term of the Agreement general liability insurance in the amount of \$1 million per occurrence and \$3 million aggregate and worker's compensation insurance in accordance with that required by applicable law. In advance of the commencement of Services under this Agreement the Consultant shall provide City of Las Vegas with a certificate of insurance reflecting the aforementioned general liability coverage. Said policy shall provide that City of Las Vegas must be given thirty (30) days advance notice in writing of any material changes or cancellation of any such policy (ies) of insurance.

Discussions may be conducted with responsive Offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with the solicitation requirements for the purpose of obtaining best and final offers.

3. COST OF PREPARING AND SUBMITTING PROPOSALS

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

4. AWARD OF CONTRACT

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

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), 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.

5.2 INSURANCE CERTIFICATE

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

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

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

6.1.2 Interpretations

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

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.

- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 - 4. Licenses
 - i. Attorneys either must have been licensed to practice law in New Mexico for at least three years or must be associated with attorneys who have been licensed to practice law in New Mexico for three years and agree to supervise those who have not been licensed for three years in New Mexico.
 - 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate minimum of ten (10) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 - 6. Documentation

with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requirements shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
 - 3.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

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

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

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

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

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

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.

- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

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

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1. State the reasons for the action taken; and
 - 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

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

8.3 NOTICE TO PROCEED

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

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to

make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation (with fee, cost, and expense schedule attached as an exhibit)
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

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

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

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

12.2 TERMS

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

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assign ability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Compensation*: Offeror will be paid in accordance with the schedule of fees, costs, and expenses attached as an exhibit to the contract.
- g. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- h. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.

- i. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- j. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- k. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- l. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- m. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- n. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- o. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- p. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- q. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- r. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- s. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- t. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- u. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and

gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation

- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees and Compensation:* Fees and compensation will be negotiated with the Offeror selected and will be stated in an exhibit to the contract.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

| Rating Sheet For (applicant name): | | |
|---|-----------------|----------------|
| Item | Possible Points | Points Awarded |
| 1. Specialized Competence of Firm Regarding the Type of Services Described in Scope of Work | 20 | |
| 2. Past Record of Performance on Contracts with Government Agencies Regarding Prior Representation & Litigation | 20 | |
| 3. Capacity & Capability of Firm | 20 | |
| 4. Fees, Costs, and Expenses | 15 | |
| 5. Proximity to or Familiarity with the Affected Areas | 10 | |



City of Las Vegas

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

Mayor David Romero

ADDENDUM NO. 1

REQUEST FOR PROPOSAL #2024-18

DISASTER LEGAL SERVICES FOR THE CITY OF LAS VEGAS

1. Performance Bond – page 19. The RFP says a successful offeror will be required to furnish a performance bond, if applicable. Is it correct to assume, this is AFTER an offeror is awarded the contract?
 - Yes this is correct, after an offeror is awarded the contract
2. Credit Rating – page 21. Section 6.2.1, subdivision 8 says “Financial (If Applicable)” and states the offeror shall provide a letter from a financial institution regarding the offeror’s credit rating. Is it correct that such a letter is required of all Offerors who respond to the RFP?
 - Yes this is correct, that a letter is required of all Offerors who respond to the RFP

RFP 2024-18: DISASTER LEGAL SERVICES FOR THE CITY OF LAS VEGAS

PUBLISHED: Albuquerque Journal - 3/22/24

Las Vegas Optic – 3/22/24

City Web Page – 3/22/24

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 905 12TH STREET., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: www.lasvegasnm.gov, BY WRITING TO 905 12 STREET. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE R.F.P. DOCUMENTS REMAIN UNCHANGED.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 16-Apr-2024

OPENING NO.: 2024-18

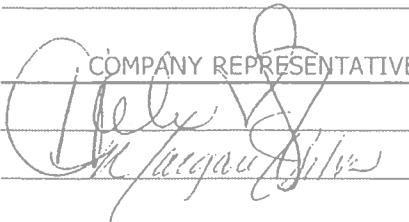
TIME: 2:00 PM

DEPARTMENT: EXECUTIVE

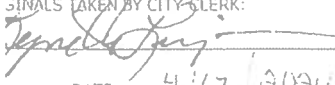
LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701


ITEM(S): **DISASTER LEGAL SERVICES FOR
CITY OF LAS VEGAS NM DAMAGES
SUSTAINED FROM THE HERMITS PEAK/CALF
CANYON WILDFIRES**

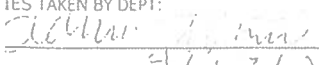
| RECEIVED FROM: | AMOUNT | SUB CONTRACTOR LIST | BID BOND | AFFIDAVIT NOTARIZED | CAMPAIGN DISC. FORM |
|---|--------|---------------------|----------|---------------------|---------------------|
| Singleton Schreiber | 0 | 0 | 0 | ✓ | ✓ |
| Roubal Mack & Cordova P.C. B&D Law Offices and Robins Cloud PC | 0 | 0 | 0 | ✓ | ✓ |
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COMPANY REPRESENTATIVE: 

COMPANY NAME: CLV Purchasing
CLV INVENTORY

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

DATE: 4/17/2024

OPENED BY: FINANCE DEPARTMENT

DATE: 4-16-2024

COPIES TAKEN BY DEPT:

DATE: 4/17/2024



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

Meeting Date: May 8, 2024

Date Submitted: 04/26/24

Department: Utilities

Item/Topic: Addendum #1 to Contract #3984-23 with Souder Miller & Associates for design services on sewer repairs and replacement projects for the City of Las Vegas. RFP #2023-15 was awarded on 07/17/23. Contract #3984-23 was signed on 07/17/23. The extended term of this agreement will be for 1 year.


Fiscal Impact: Costs budgeted out of waste water line item number as needed.

Attachments: Addendum #1, Contract 3984-23.

Committee Recommendation: This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

ADDENDUM #1
AGREEMENT/CONTRACT #3984-23
RFP# 2023-15
AWARDED ON: 7/17/2023
SOUDER MILLER & ASSOCIATES

This Addendum entered into this **17TH Day of July, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER MILLER ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 7/17/2023 the City and SOUDER MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER MILLER & ASSOCIATES agreed to provide:

DESIGN SERVICES ON SEWER REPAIRS & REPLACEMENT PROJECTS

WHEREAS, the City and SOUDER MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **7/17/2024 thru: 7/16/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3984-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **DESIGN SERVICES ON SEWER REPAIRS & REPLACEMENT PROJECTS** as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 7/17/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 7/17/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER MILLER & ASSOCIATES

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND SOUDER MILLER & ASSOCIATES**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates ("Contractor"), of 5454 Venice Avenue NE Suite D, Albuquerque, NM and 87113, on this 17th day of July, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF WORK: The Offeror shall perform design services on sewer repairs and replacement projects on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Waste Water System. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. The design work will consist of selected sewer main line repairs needed on existing sanitary sewer systems at various locations throughout the City, and will include but not limited to replacement of manholes, catch basins, inlets and lift stations repairs.
2. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
3. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
4. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
5. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
6. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.

7. Provide technical assistance completing environmental reviews.
8. Provide assistance completing applications and obtain funding as needed.
9. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
10. Provide technical assistance on various City projects being performed in-house as required and directed.
11. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
12. Provide construction phase engineering services.
13. Provide review of, assessment and approval of submittals and invoices.
14. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

D. Prices are subject to change. Contractor must submit rate changes to the City for approval 90 days prior to annual of contract.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 30 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 30 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 30 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

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

- 5. TERMINATION OF CONTRACT:** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 30 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 30 days' written notice of such termination.
- 6. DUTIES OF CONTRACTOR:** The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.
- 7. PROFESSIONAL STANDARDS:** The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.
- 8. STATUS OF CONTRACTOR:** The Contractor is an independent contractor.
- 9. CONFLICT OF INTEREST:** The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.
- 10. OATH OF CONFIDENTIALITY:** The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.
- 11. WORKING FACILITIES:** The Contractor may use City offices upon prior written consent of the City.
- 12. NO AUTHORITY TO BIND CITY:** The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.
- 13. WAIVER OF BREACH:** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.
- 14. NOTICE:** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.
- 15. SUBJECT TO OTHER DOCUMENTS:** This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.
- 16. SUBCONTRACTING AND ASSIGNMENT:** The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

Approved By:


Leo J. Macstas, City Manager


Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:


Signature

Printed Name: Tod L. Phinney, P.E.

Position: SVP, Public Client Community Director

“ATTACHMENT “A”

SOUDER MILLER & ASSOCIATES Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-15

**ENGINEERING PLANNING DESIGN & CONSTRUCTION PHASE SERVICES FOR
SEWER REPAIR AND REPLACEMENT**

RATES FOR SERVICE BROKEN DOWN

PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE January 2023

PROFESSIONAL SERVICES

Professional Staff

| | | |
|---|-----------|----------|
| Principal | \$ 240.00 | per hour |
| Senior Manager III | \$ 225.00 | per hour |
| Senior Manager II | \$ 210.00 | per hour |
| Senior Manager I | \$ 200.00 | per hour |
| Senior Engineer/Scientist/Surveyor III | \$ 190.00 | per hour |
| Senior Engineer/Scientist/Surveyor II | \$ 180.00 | per hour |
| Senior Engineer/Scientist/Surveyor I | \$ 165.00 | per hour |
| Project Engineer/Scientist/Surveyor III | \$ 150.00 | per hour |
| Project Engineer/Scientist/Surveyor II | \$ 140.00 | per hour |
| Project Engineer/Scientist/Surveyor I | \$ 130.00 | per hour |
| Staff EIT/Scientist/LSIT III | \$ 125.00 | per hour |
| Staff EIT/Scientist/LSIT II | \$ 120.00 | per hour |
| Staff EIT/Scientist/LSIT I | \$ 110.00 | per hour |

Technical Staff

| | | |
|---|-----------|----------|
| Engineering/Design/Survey/Field Tech VIII | \$ 175.00 | per hour |
| Engineering/Design/Survey/Field Tech VII | \$ 155.00 | per hour |
| Engineering/Design/Survey/Field Tech VI | \$ 135.00 | per hour |
| Engineering/Design/Survey/Field Tech V | \$ 120.00 | per hour |
| Engineering/Design/Survey/Field Tech IV | \$ 105.00 | per hour |
| Engineering/Design/Survey/Field Tech III | \$ 80.00 | per hour |
| Engineering/Design/Survey/Field Tech II | \$ 80.00 | per hour |
| Engineering/Design/Survey/Field Tech I | \$ 70.00 | per hour |
| Technical Intern II | \$ 60.00 | per hour |
| Technical Intern I | \$ 50.00 | per hour |
| Construction Observer IV | \$ 120.00 | per hour |
| Construction Observer III | \$ 100.00 | per hour |
| Construction Observer II | \$ 80.00 | per hour |
| Construction Observer I | \$ 60.00 | per hour |

Support Staff

| | | |
|--|-----------|----------|
| Project Financial/Manager Assistant II | \$ 100.00 | per hour |
| Project Financial/Manager Assistant I | \$ 75.00 | per hour |
| Administrative Assistant IV | \$ 120.00 | per hour |
| Administrative Assistant III | \$ 100.00 | per hour |
| Administrative Assistant II | \$ 80.00 | per hour |
| Administrative Assistant I | \$ 60.00 | 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 @ \$0.655 per mile (or current IRS rate)
Per diem \$155.00 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. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



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

Meeting Date: May 08, 2024

Date Submitted: 4/12/24

Department: Police

Item/Topic: Approval of Out of State travel for Lieutenant David Barela to attend Taser Instructor Training on June 14, 2024 in Amarillo Texas

This training certifies students to instruct others in the use of a Taser as an effective, non-lethal means of self-defense. Lt. Barela is needing to renew his certification.

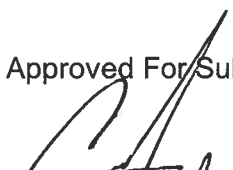
Registration cost \$535.32, Per diem cost \$216.00, total cost for training \$751.32

Fiscal Impact: Fund 4800 General Fund

Attachments: Travel Authorization, Backup

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

CITY OF LAS VEGAS OUT OF STATE TRAVEL AUTHORIZATION

No. _____

| | | | | | | | |
|---|--|--|--|---|--|---|--|
| 1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. David Barela | | 2. DEPARTMENT NAME & NO. Police | | 3. <input checked="" type="checkbox"/> CONFERENCE <input checked="" type="checkbox"/> SCHOOL <input checked="" type="checkbox"/> OTHER TASER Training | | 4. DESTINATION Amarillo Texas | |
| 5. DEPARTURE DATE & HOUR 6/13/24 1pm | | 6. RETURN DATE & HOUR 6/14/24 9pm | | 7. TOTAL DAYS/HOURS 1 day/8hrs | | 8. WHERE CAN YOU BE REACHED? cell phone | |
| 9. NAME OF SCHOOL CONFERENCE OF OTHER Taser Training 6222W 9th Ave Amarillo Tx | | 10. MEETING DATES 6/14/24 | | 11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? ___ YES ___ NO PROVIDE DETAILS. | | 12. TYPE OF REQUEST <input type="checkbox"/> ACTUAL <input checked="" type="checkbox"/> PER DIEM | |

13. CITY VEHICLE NO. **15995G** ___ PRIVATE VEHICLE ___ PUBLIC CONVEYANCE (PLANE, TRAIN, ETC.)

| | |
|---|---|
| 1dy/8hr x157+59= 216.00 | |
| 14. PER DIEM _____ X _____ = _____ DAYS/HOURS RATE/DAY TOTAL | 15. MILEAGE _____ X _____ = _____ DISTANCE RATE / MILE TOTAL |

| ESTIMATED COST OF TRIP | LINE ITEM | SPECIAL INSTRUCTIONS |
|--------------------------|-----------|----------------------|
| TRAVEL \$ 0 | | |
| REGISTRATION \$ 535.32 | | 101-4800-710-7203 |
| *HOTEL \$ 0 | | |
| *PERDIEM \$ 216.00 | | 101-4800-710-7202 |
| *MEALS \$ _____ | | |
| *OTHER \$ _____ | | |
| TOTAL \$ 751.32 | | |
| TOTAL AUTHORIZED ADVANCE | | \$ 172.80 |

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE SIGNATURE DATE SOCIAL SECURITY NUMBER

| | |
|---|---|
| APPROVED: _____ MAYOR & COUNCIL MEETING DATE | FOR ACCOUNTING ONLY _____ _____ _____ _____ |
| APPROVED: _____ AUTHORIZED SIGNATURE DATE | |

REVIEWED FOR COMPLETENESS:

APPROVED:

CITY MANAGER DATE FINANCE DIRECTOR DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: _____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED () NOT APPROVED () _____
CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.



City of Las Vegas


318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346




Caleb Marquez
Chief of Police

MEMORANDUM


TO:

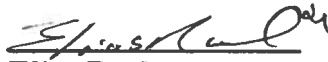

Caleb Marquez
Chief of Police

FROM:

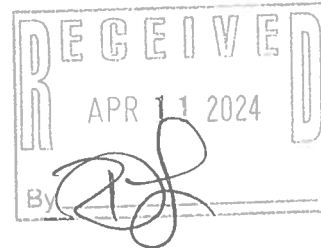

David Barela
Lieutenant

THRU:


Matias Apodaca
Deputy Chief


Elias Rael
Field Operations Commander

DATE: 4/09/2024



Memo: Request for training out of State

Hello this memo is in reference to Taser Instructor training on 6/14/2024 in Amarillo Texas. As you may know, I am currently the Las Vegas Police Departments Taser instructor and I am in need of renewing my certification. I would like to request permission to attend this training to do so. I have searched the Axon Training calendar and found that this is the closest one to our department for the 2024 year.

I was able to speak with a representative of Axon and she was able to provide a hosting flyer for this particular training. In it are specifics on how to register and enroll for the class. A Training course voucher is needed and a purchase of the voucher is required in order to be enrolled. The cost for the training voucher is \$495.00 + \$40.32 for tax totaling \$535.32.

It is imperative that I get this certification updated due to my roll in this department as the Taser instructor for all and any new recruitment officers for this and surrounding departments.



City of Las Vegas

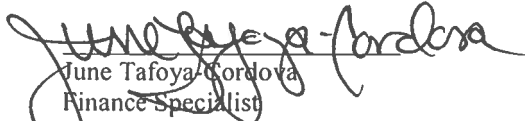
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Caleb Marquez
Chief of Police

Attached is a copy of the information provided by Axon through email with requirements as well as a copy of the flyer and quote for the training requested. Thank you for your time and should you have any questions, please do not hesitate to contact me with any questions or concerns in this matter.

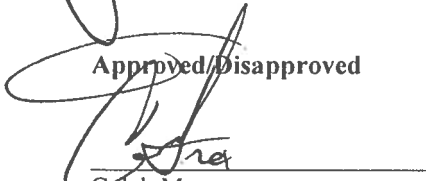
Review by:


June Tafoya-Gordova
Finance Specialist

4-11-2024
Date

use
(101. 4800)

Approved/Disapproved


Caleb Marquez
Chief of Police

4/10/24
Date



We are hosting a TASER Energy Weapon Instructor Course!

Description: TASER X26P, X2, TASER 7 and TASER 7 CQ Instructor certification course. With the release of version 23, we have enhanced the instructor course to teach students how to develop and safely execute scenarios and isolation drills and provide more in-depth scenario training. You will be certified to instruct others on the use of the X26P, X2, TASER 7 and TASER 7 CQ energy weapons. Students will be required to complete an interactive on-line experience prior to attending the one day in-classroom training.

Registration: Cost of the course is \$495 per student. All registrations for this course close 7 days in advance. Students wanting to access the system must first have an account and login or create a new account at MyAxon. There is a 24 to 48 hour verification approval process. Help with enrolling and payment options can be found here: [Help](#)

What to bring:

- Dress – Appropriate training attire
- Department issued TASER holster – if applicable
- Duty belt and training pistol (if available)

What not to bring:

- No firearms
- No ammunition
- No TASER energy weapons (will be provided by Axon)
- No defense sprays
- No weapons of any kind

REMINDER:

All students will complete the same on-line course and attend ONE day of practical training.

Date and Time:

6/14/2024

0800-1700

Training Location:

Amarillo College West Campus - Bldg C

6222 W 9th Ave

Amarillo, TX 79106

Host:

Eric Wallace

ecwallace@actx.edu

806-681-1656



David Barela <dbarela@lasvegasnm.gov>

Axon Case #01189013 [ref:!00D4009uG2.!500Do0KkTT0:ref]

2 messages

support@axon.com <support@axon.com>

Tue, Apr 9, 2024 at 4:28 PM

To: "dbarela@lasvegasnm.gov" <dbarela@lasvegasnm.gov>

Hello David,

Thank you for contacting Axon. Please follow the steps below to enroll yourself into an instructor course.

Begin by logging in to MyAxon (<https://my.axon.com/s/>.) Please create an account if you do not yet already have one using the sign-up option on the login page. Once logged in, click the Axon Academy tile. On the next screen, select "Go to Academy." From the Axon Academy homepage you will then be able to enroll in your particular course using the steps below

1. Click *Taser Instructor Certification*
2. Locate SIGN UP: TASER Instructor Cert Online Pre-Work (Instructor Led Course)
3. Click *Choose Session*
4. Locate the session you want to enroll in by toggling through the course calendar month
5. Click *Enroll* to enroll yourself into the course
6. Click *Continue* in the Terms and Conditions banner
7. Review the Terms & Conditions and click *I Agree* to acknowledge that your agency will be charged for the course
8. When the My Session page loads, you are enrolled in the Session (*Note:* Shortly after enrolling, you will receive a calendar invitation to attend the session. You will also automatically be enrolled in a required online pre-work course.)

After you enroll in a session, a voucher is automatically deducted from your agency's account if one is available. One individual may purchase the vouchers as needed for your agency if a course voucher and payment is needed.

Also, for that TASER Instructor Course -Amarillo, TX - 6/14/24- there is currently 22 spots open. I will send that follow up email with how to purchase a voucher instructions.

Thank you,

PAIGE HAMILTON
Customer Service Representative
Customer Service: 1.800.978.2737 opt. 3

AXON.COM
Pronouns: she, her
Scottsdale, AZ

Have another question?

Visit <https://my.axon.com/s/resources> for instant access to troubleshooting articles & videos on camera pairing, dock registration, CEW error codes, and more!

TASER INTERNATIONAL IS NOW AXON

ref:!00D4009uG2.!500Do0KkTT0:ref

support@axon.com <support@axon.com>

Tue, Apr 9, 2024 at 4:29 PM

To: "dbarela@lasvegasnm.gov" <dbarela@lasvegasnm.gov>

Hello David,

Thank you for contacting Axon. Please follow the below instructions to purchase the course voucher for the Instructor course. Please be aware that vouchers are initially assigned to the agency account and not the individual. Vouchers will be pulled from the agency's accumulated credits to the specific individuals after they enroll. If there are multiple

individuals from your agency that will be or have been enrolled, please ensure that your agency has purchased the correct number of vouchers needed for everyone attending as we cannot guarantee how the voucher assignment to the individual will occur from the agency's accumulated credits of vouchers.

Any individual with an active account under your agency can purchase vouchers on MyAxon. To purchase a voucher, please follow the steps below.

1. Log in to the MyAxon Portal
2. Click *Axon Store* in the navigation menu at the top of the page
3. Click *Training*
4. Click *Training Course Vouchers*
5. Locate the voucher type that you want to purchase
6. Specify the number of vouchers
7. Click *Add To Cart*
8. When you are ready to checkout, click *View Cart* in the My Cart box in the upper right of your screen
9. Click *Checkout*
10. On the User Information page, fill in all fields
11. Scroll down to the bottom of the page and click *Continue*
12. Review the Terms and Conditions
13. Click the check box to the left of *Terms and Conditions*
14. Scroll to the bottom of the page
15. Click *Proceed*
16. Click *Proceed to Payment Information*
17. Select a payment method and fill in all fields
18. Click *Process Payment*
19. When the confirmation page loads, your voucher purchase is complete

Please let me know if there is anything else I can do for you, I have provided the course flyer here as it did not attach properly to the first email. Have a great day!

Thank you,

PAIGE HAMILTON
Customer Service Representative
Customer Service: 1.800.978.2737 opt. 3

AXON.COM
Pronouns: she, her
Scottsdale, AZ

Have another question?

Visit <https://my.axon.com/s/resources> for instant access to troubleshooting articles & videos on camera pairing, dock registration, CEW error codes, and more!

TASER INTERNATIONAL IS NOW AXON

[Quoted text hidden]

 **Course Flyer Amarillo, TX 2024.pdf**
1726K



AXON ENTERPRISE, INC.
17800 N. 85th Street, Scottsdale, AZ 85255
Contact us at ecommerce@axon.com

Quote Expires on: 5/10/2024

Buyer:

David Barela
Las Vegas Police Dept. - NM
(505) 425-7504
dbarela@lasvegasnm.gov

Bill To:

318 Moreno St
Las Vegas
NM - 87701-3702
USA

Ship To:

318 Moreno St
Las Vegas
NM - 87701-3702
USA

Quote Items:

| PRODUCT | PRICE | QUANTITY | TOTAL |
|---|--------|----------|--------|
| 44729 AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE | 495.00 | 1 | 495.00 |

Contract #505-425-7504

This quote is valid for 30 days.

Quote Subtotal: USD 495.00
Estimated Quote Tax: USD 40.32
Quote Grand Total: USD 535.32

Tax calculated at checkout. Ground shipping is no additional cost.

Thank you for being a valued Axon customer. For your convenience, continue checkout with a credit card / PO / invoice on our online store my.axon.com/buy

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