

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
December 10, 2024-Tuesday-5:30 p.m.
City Chambers
1700 North Grand 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

- Appointment of Councilor Marvin Martinez to the San Miguel Chamber of Commerce Board.

VIII. COUNCILORS' REPORTS

IX. CITY MANAGER'S REPORT

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

- Presentation by Irene Encinias, volunteer with the Old Town Mission Community Center speaking on their youth program that provides activities for the youth of our community.

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

XI. APPROVAL OF MINUTES (November 13th and November 20th, 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. Request approval of Resolution No. 24-33 to apply for a one year extension for the Transportation Project Fund (TPF) Grant, Contract No. D19526.

Arnold Lopez, Public Works Director This grant is administered through the New Mexico Department of Transportation (NMDOT) for University Avenue, begin of project is Grand Avenue to the end of project 8th Street and from 8th Street to National Avenue if funding allows.

2. Request approval to award RFB 2025-10 to Desert Fox LLC for the construction, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb & ramps and miscellaneous construction on El Creston Circle.

Arnold Lopez, Public Works Director The total amount for this project is \$2,880,733 to include NMGRT. All bids have been verified and approved by our engineering consultants. There were three (3) bids received; Desert Fox, LLC, Magnum Welding & Construction LLC and Pluma, LLC.

3. Request approval of a Memorandum of Agreement (MOA) between San Miguel County and the City of Las Vegas.

June Tafoya, Community Services Director San Miguel County received funding through the American Rescue Plan Act (ARPA) and the County Commission did allocate these funds to be used at the San Miguel Senior Center on items for entertainment and recreation.

4. Request approval of Task Order for repairs of Carnegie Library roof, pillars, plaster walls and ceiling restoration.

June Tafoya, Community Services Director Capital Appropriation was awarded for this project. Reversion date is June 30, 2026 to plan, design, construct, replace, repair and restore the roof and pillars at the historic Carnegie Public Library in San Miguel County.

5. Request approval to award and enter into contract with Glorieta Geoscience for Request for Proposal (RFP) #2025-07 for Consulting Service Hydrologist.

Travis Martinez, Water Director RFP #2025-07 was advertised in the Las Vegas Optic, Albuquerque Journal and City Website. One (1) proposal was received from Glorieta Geoscience.

6. Request approval to award and enter into contract with Kingdom Technology Services for Request for Proposal (RFP) 2025-09 for on call maintenance and repairs to the UV System.

Travis Martinez, Water Director RFP #2025-09 was advertised in the Las Vegas Optic, Albuquerque Journal and City Website. There were two (2) proposals, Kingdom Technology Services and Ballew Concrete.

7. Consideration to approve the restructuring of the Human Resource Department Organizational Chart by placing the Personnel Officer/Risk Management position under the direction of the Safety Officer position within the Executive Office.

Tim Montgomery, City Manager As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

8. Discussion/Direction regarding Opioid and Cannabis funding and how they each can be used.

Morris Madrid, Finance Director

9. Review, Discussion and Possible Action of current Infrastructure Capital Improvement Plan (ICIP)

Tim Montgomery, City Manager

IV. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (7) Pending or threatened litigation subject to the attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant: Discussion on threatened litigation regarding licensing application/revocation.

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.

V. 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 City 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 Utilities, Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



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

Meeting Date: December 10, 2024

Date Submitted: 11/25/24

Department: Executive

Item: Presentation by Irene Encinias, volunteer with the Old Town Mission Community Center speaking on their youth program that provides activities for the youth of our community.

Fiscal Impact:

Attachments:

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 _____

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, NOVEMBER 13, 2024 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

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

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

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Martinez thanked the City Manager and all the employees for their involvement in removing the snow.

Mayor Romero asked for a moment of silence for Dianna Medrano who passed away.

APPROVAL OF AGENDA

City Clerk Fresquez advised there was a recommendation to remove Business Item 5 due to waiting on the contract to be reviewed by the water attorney.

Councilor Martinez asked to move Business Item 1 after the City Managers Report.

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

PUBLIC INPUT

RaeDawn Price spoke on issues regarding the location of the Samaritan House and the decline of one beloved park and neighborhood in Las Vegas. Ms. Price advised she is no longer able to take her children to Lincoln Park and feel safe. Ms. Price advised that the money allocated to revitalize Lincoln Park should have been used at a different park. Ms. Price advised that she's aware of the homelessness issue happening throughout the country but as a business owner they are constantly having to hire people to clean the alley due to needles being all over and fires being lit. Ms. Price discussed her staff having to be escorted to and from the bank due to safety concerns. Ms. Price voiced her concerns regarding the shelter not being a place to help people get better.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero provided an update regarding his opportunity in joining other Mayors throughout the state via zoom to discuss issues that communities are facing. Mayor Romero advised he attended the Veterans Day celebration and the NMHU community game. Mayor Romero acknowledged City Manager, Public Works staff, Gas department staff, Public Safety Officials and other staff for helping to clean the streets. Mayor Romero advised that he and Community Development Director Lucas Marquez attended the Pass Forward Conference and they would be presenting on it next week.

COUNCILORS' REPORTS

Councilor Casey also thanked all the hardworking City employees who were out in the terrible blizzard conditions trying to clean the streets and for checking on people. Councilor Casey advised that she was honored and proud to work with those wonderful employees and hopes other people recognize their hard work and valuable service. Councilor Casey also thanked Fire Chief Spann and his staff for being kind, passionate and patient human beings.

Councilor Martinez advised that he attended a meeting with New Mexico Highlands University regarding the swimming pool at NMHU.

Councilor Montoya thanked City Manager Montgomery for his leadership and for being proactive during the snow storm. Councilor Montoya also thanked department heads for stepping up during the snow storm. Councilor Montoya advised that residents in the area of the 1200 block of 6th Street and John Street have requested speed bumps in those areas. Councilor Montoya advised that residents in the area of Tilden and 11th Street reported a vacant property that is boarded up and has overgrown weeds and a vacant property on Calle Dulce also had overgrown weeds. Councilor Montoya thanked Father Rob for cleaning the property on West National.

CITY MANAGER'S REPORT

City Manager Tim Montgomery discussed the following;

- Welcomed new staff to the City of Las Vegas
- City department updates
 - Invested \$113 million with NM State Treasure's Local Government Investment Pool, total interest earnings \$552,686.27
 - Inclement weather update (Incident Command System)
 - Incident Command Training

Councilor Casey thanked City Manager Montgomery for his report and advised that she's taken the Incident Command training and how it's important for people to take the training.

Mayor Romero acknowledged Mary Jean Aragon at the Recreation Center and the Senior Center for preparing meals for the seniors during the snow storm.

Councilor Martinez thanked City Manager Montgomery for his report and for taking care of the community during the snow storm.

Councilor Montoya also thanked City Manager Montgomery for his report.

Mayor Romero thanked Police Chief Marquez for making sure the homeless were taken care of during the snow storm.

BUSINESS ITEMS

1. Request approval to enter into contract with Samaritan House Inc.

Community Development Director Lucas Marquez advised the amount of funding would be \$58,331 for the next seven months.

Mayor Romero asked if Police Chief Marquez had data regarding the amount of calls for service in the area of the Samaritan House.

Police Chief Marquez advised there were 121 calls for service to 501 7th Street (the Samaritan House), 82 calls for service to Lincoln Park, 2 calls for service at 700 Lincoln Avenue and 46 calls for service in the area surrounding the Samaritan House.

Councilor Martinez advised that the item was tabled and there were rumors going around that the City of Las Vegas was not helping the homeless. Councilor Martinez advised that he disagreed with the way Mr. Lyon portrayed him as a Councilman and the City of Las Vegas. Councilor Martinez advised there has been \$312,000 spent on the Samaritan house since 2015. Councilor Martinez asked Mr. Lyon to give a general idea of where the homeless are coming from.

George Lyon with the Samaritan House advised that they are from the community.

Councilor Martinez asked for a signature list that shows that they are from the community.

Mr. Lyon advised that they have a sign in sheet that has their signature, the services they got and where they reside.

Discussion and questions took place regarding the hours of operation from 6 pm until the next day depending on the temperatures, whether there are felons staying at the shelter and the total calls for service in the area of the Samaritan House being 351.

Councilor Martinez advised that he understands the need to help the homeless and asked about options to move the Samaritan House.

Mr. Lyon advised that they had community meetings to discuss the purchase of the building and people didn't attend. Mr. Lyon advised the only option for them to move is if someone purchases the building from them.

A lengthy discussion took place regarding the Samaritan House and them not applying for HUD funding due to people staying on drugs and not fixing the problem of addiction and mental illness.

Mayor Romero discussed speaking with Mr. Robert Chavez with YDI (Youth Development Inc.), who helps the homeless in Albuquerque under a state program. Mayor Romero voiced his concerns regarding paying the Samaritan House for services that don't seem to help the same homeless individuals in the community.

Mr. Lyon advised that the City pays for someone to sleep and eat, and the Samaritan House manages everyone, they have assessments and set goals for the homeless individuals. Mr. Lyon advised that their goal is not about addition or housing, it's about getting them to become contributing community members.

Councilor Montoya asked Mr. Lyon if the Samaritan House had rules posted in their building.

Mr. Lyon advised everyone who goes into the Samaritan House must sign off on the rules.

Councilor Montoya asked if law enforcement had access to the outdoor cameras.

Police Chief Marquez advised at one point they did and he would check to make sure they still have access.

Councilor Montoya asked if there was a phone and voicemail for the public.

Mr. Lyon advised yes.

Councilor Montoya read the following from the contract and asked if it's being done, "twice a month for 30-45 minutes, the Samaritan House will open a zoom session updating the public on the most recent efforts to combat addiction stigma and mental illness in San Miguel and ask questions of experts".

Mr. Lyon advised that they would be starting that again.

Councilor Montoya asked the following questions; if they had one board member appointed from the neighborhood, if a fire inspection had been done by the Las Vegas Fire department, if they had staff for the night shift, if the Samaritan House was safe, if it was heated, if there were showers available and if they had a license to cook.

Mr. Lyon advised that they don't have a member from the neighborhood because people don't want to participate, a fire inspection was done, they do have staff on the night shift, he considers the Samaritan House to be safe, they have showers available and no they only do ready made food.

Councilor Montoya asked City Manager Montgomery if Mr. Lyon submitted all the financial statements.

City Manager Montgomery advised yes.

Councilor Montoya voiced his opinion regarding the need to approve the Samaritan House contract. Councilor Montoya advised that all the funding should be going towards food and services not salaries.

Mayor Romero asked City Manager Montgomery if they go over \$60,000 then an RFP would be required.

City Manager Montgomery advised yes.

Councilor Casey voiced her opinion regarding the treatment Mr. Lyon receives when going before Council and was glad that Councilor Montoya recognized the need to fund the Samaritan House. Councilor Casey advised that they can't blame Mr. Lyon for the actions of people and many unsheltered people choose to be unsheltered. Councilor Casey agreed with Councilor Montoya to fund the Samaritan House.

Councilor Casey made a motion to approve the contract with Samaritan House Inc.

Councilor Montoya asked if the motion could include that the funding only be used for services and not for salaries.

Councilor Casey advised yes.

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

Michael L. Montoya	Yes	Barbara Casey	Yes
Marvin Martinez	No		

City Clerk Fresquez advised the motion carried.

PRESENTATIONS/POSSIBLE DIRECTION

Tim Hagaman with the Economic Development Department provided a lengthy presentation regarding an update on Economic Development.

Elias Trujillo with Las Vegas-San Miguel Chamber of Commerce presented their quarterly report. Mr. Trujillo advised that they were fully staffed at the Visitor Center 7 days a week and as of October 31st they've had 4,446 visitors. Mr. Trujillo advised that the Meadow City Motor Show in September had a good turnout. Mr.

Trujillo advised that they were looking for one more member for their board. Mr. Trujillo recognized all the contributions and hard work Mr. Philip Martinez made, who passed away in September.

Councilor Montoya advised that he would be interested in being on the Las Vegas-San Miguel Chamber of Commerce board.

Gas Director David Marquez presented on collaborative efficiency and best practices in the Gas Department to promote teamwork. Mr. Marquez discussed public awareness and the importance of natural gas and the safety that comes with it. Mr. Marquez discussed the future of the Gas department.

City Manager Montgomery advised that he was proud to have Mr. Marquez as the Gas Director.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from October 9 and October 16, 2024. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

Councilor Martinez advised a closed meeting of the Governing Body was called on October 21, 2024 for the purpose of discussing matters subject to the attorney client privilege pertaining to threatened or pending litigation pertaining to discussion with the Sulzer Group and Singleton Schrieber contracted by the City for services related to the Hermit's Peak/Calf Canyon Fire in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H)(7) of the New Mexico Open Meetings Act, NMSA 1978. After proper notice the meeting was convened at 2:05 p.m., roll call was taken and all members of the Governing Body were present with the exception of Councilor David Ulibarri. Only those matters mentioned were discussed and no action was taken, the meeting adjourned at 3:28 p.m.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda (1-2) into the record as follows:

1. Request approval of Addendum #3 to Contract #3825-21 with AECOM for dams and reservoirs engineering services.
2. Request approval of Addendum #3 to Contract #3827-21 with Souder Miller & Associates for water distribution services.

Councilor Casey made a motion to approve the Consent Agenda (1-2). Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS (cont.)

2. Request approval of contractual agreement for inmate confinement with the Las Vegas Police Department and San Miguel Detention Center.

Police Chief Caleb Marquez advised that they negotiated with the County with several changes to the contract such as language and the cost to detain the inmates. Police Chief Marquez advised that the daily rate to detain inmates went from \$90 to \$125 for Municipal Court detainees only. Police Chief Marquez advised that there was a \$20 booking fee for anyone not charged under Municipal Statutes or ordinances.

Councilor Montoya asked if the contract was reviewed by an attorney.

Police Chief Marquez advised yes.

Mayor Romero asked if the City would be financially okay with the additional costs.

City Manager Montgomery advised yes.

Discussion took place regarding the annual cost.

Councilor Montoya made a motion to approve the contractual agreement for inmate confinement with the Las Vegas Police Department and San Miguel Detention Center. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

3. Request approval of Out-of-State travel for Commander Elias Rael to attend 2025 AXON week conference in Phoenix, AZ on April 21-26, 2025.

Police Chief Caleb Marquez advised that the conference is through AXON and advised that they use technology/equipment from AXON.

Councilor Martinez made a motion to approve Out-of-State travel for Commander Elias Rael to attend the 2025 AXON week conference in Phoenix, AZ on April 21-26, 2025. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution No. 24-32, a budget adjustment for the 2024-2025 fiscal year.

Finance Director Morris Madrid advised that the BAR was for the Santa in the Park event.

Councilor Montoya made a motion to approve Resolution No. 24-32, a budget adjustment for the 2024-2025 fiscal year. Councilor Martinez seconded the motion.

Resolution 24-32 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

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

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Marinez	Yes		

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Martinez seconded the motion.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:35 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, NOVEMBER 20, 2024 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

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

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 Montoya asked for a moment to pray for peace around the world and within the community.

APPROVAL OF AGENDA

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

None

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero asked City Clerk Fresquez to read a proclamation for Small Business Saturday on November 30, 2024.

Mayor Romero advised that it's important to shop local as the community has been through many devastations the past couple of years.

Mayor Romero and Community Development Director Lucas Marquez provided a lengthy presentation regarding their experience during the Past Forward Conference in New Orleans. Community Development Director Marquez discussed the power of heritage, the importance of collaboration with the public, adaptive reuse of historic buildings, sustainable preservation and educational outreach with the public.

Mayor Romero discussed many grants available for historic buildings/homes and looking into a GIS system for historic buildings.

Community Development Director Marquez and Mayor Romero discussed the water treatment facility they were able to visit in New Orleans.

COUNCILORS' REPORTS

Councilor Casey thanked City staff for being helpful with constituents. Councilor Casey advised that a constituent called her about the water level at Storrie Lake and some properties flooding.

Councilor Martinez advised that a constituent contacted him about drainage issues on Kavanagh Street.

POLICE CHIEF'S REPORT

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

- Field Operations Division (patrol) calls
- Communication Division (dispatch) calls
- Animal Care Center-updates/events
- Information Division/Records
- Street Crimes Division updates
- Travel/Trainings/Traffic Operation programs
- Recruitment updates
- Community Events
- Department vacancies (25)
- New hires (2)

Discussion took place regarding an update on the new Animal Care Center.

Mayor Romero acknowledged what is being done at the Animal Care Center.

Police Chief Marquez advised that there was a 28% decrease in violent crimes related to people, a 40% decrease for property crimes and a 36% decrease for social crimes.

FINANCE REPORT

Finance Director Morris Madrid discussed the following;

- Update on the Investment Policy
- Mid year budget review process

- General fund
 - Gross receipt tax revenues/property tax revenues had an increase
- Enterprise fund
 - Seasonal utilities are down (gas and water)
- Recreation fund
 - Wellness center revenues are significantly low
 - Employee expenses are a little high
- Lodgers Tax
 - Increase in revenues
- Cannabis fund
 - Had a decrease
- Opioid fund
- FEMA
- Cash/Investment Report
 - Invested \$118 million into the Local Government Investment Pool
 - Earnings at \$552,000
 - 73% of total cash has been invested

Mayor Romero asked when the bonds for the Recreation Center would be paid off.

Finance Director Madrid advised at the end of 2025.

Discussion took place regarding why there was an increase in attorney fees.

CONSENT ITEMS

None

BUSINESS ITEMS

1. Conduct a Public Hearing and Approval of a Variance to place a doublewide home on property located at 919 New Mexico Avenue.

Councilor Martinez made a motion to enter into a Public Hearing for Business Item 1. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Community Development Director Lucas Marquez and Jesse Montoya.

Community Development Director Lucas Marquez advised that it was taken to Planning and Zoning on October 28th and they recommended approval. Community Development Director Marquez advised prior to ordinances being in place there was a second dwelling on the property and it was removed but the footprint was still there. Community Development Director Marquez advised that they would be placing the doublewide behind the house, they meet setbacks on both sides and between the property and the house is over 15 feet, which meets fire department regulations. Community Development Director Marquez advised that the backside of the property near the alleyway is 5 feet and the setbacks are in compliance. Community Development Director Marquez advised that they are within a R3 zone which requires 5000 square feet per living dwelling and they are short by 1500 square feet.

Councilor Montoya asked how wide the entrance to the property was.

Jesse Montoya advised there were two entrances, one off New Mexico Avenue and the other off Kavanagh Street. Mr. Montoya advised that the one on New Mexico Avenue is going to be widened and is about 12 feet and the one off Kavanagh is about 15 feet.

Discussion took place regarding utilities being in place.

Councilor Martinez made a motion to exit the Public Hearing and reconvene into regular session. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

1. Conduct a Public Hearing and Approval of a Variance to place a doublewide home on property located at 919 New Mexico Avenue.

Councilor Martinez made a motion to approve of a Variance to place a doublewide home on property located at 919 New Mexico Avenue. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

2. Request approval to award Request for Proposal #2025-11 On-Call services for maintenance & emergency repairs to the City’s natural gas systems and enter into contract.

Gas Director David Marquez advised that the RFP was for on-call emergency services for the transmission and for the distribution systems. Gas Director Marquez advised only one bid was received.

Councilor Montoya asked what the backup plan would be should the contractor not be available.

Gas Director Marquez advised they would then isolate and run off a line pack and the contractor should be able to respond.

Councilor Montoya asked if the contractor had a time limit for responding.

Gas Director Marquez advised yes they should respond within a 24 hour period.

Councilor Montoya made a motion to approve the Request for Proposal #2025-11 On-Call services for maintenance & emergency repairs to the City’s natural gas systems and enter into contract. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

3. Request approval of Resolution No. 24-27, Fiscal Year 2026 Section 5311 Grant Application Funding Requests.

Councilor Casey made a motion to approve Resolution No. 24-27, Fiscal Year 2026 Section 5311 Grant Application Funding Requests. Councilor Martinez seconded the motion.

Discussion took place regarding matching funds available.

Resolution 24-27 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

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

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

Transportation Manager Roybal discussed the City of Las Vegas being one of three cities to be selected within the state of NM for a Microtransit system using a phone app.

4. Consideration to approve the 2025 Holiday Leave and Pay Period Calendar for the City of Las Vegas employees.

City Manager Tim Montgomery advised they were asking for consideration to approve the 2025 holiday leave and pay period calendar. City Manager Montgomery advised that language in the administrative regulation needed to be corrected under Authorization which states, holidays may be added yearly as per the state holiday calendar and it should read federal holiday calendar. City Manager Montgomery discussed the following changes for the proposed 2025 holiday calendar; Good Friday on April 18, 2025 would allow eight hours of leave and the day after Christmas on December 26, 2025 would allow eight hours of leave. City Manager Montgomery advised that the holiday calendar should be taken yearly to council for approval.

Councilor Montoya thanked City Manager Montgomery for taking the holiday calendar for approval and advised that he's asked that it be taken for approval the last two years.

Councilor Montoya made a motion to approve the 2025 Holiday Leave and Pay Period Calendar for the City of Las Vegas employees. Councilor Casey seconded the motion. 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		

City Clerk Fresquez advised the motion carried.

City Manager Montgomery thanked Mayor and Council.

5. Consideration to approve the restructuring of the Parks & Recreation Department Organizational Chart by placing the department under the direction of the Executive Office/City Manager, removing the Director position, adding a Parks Manager, combining the positions of Adult Program Coordinator and Youth Program Coordinator and modifying the job title as a Programs Coordinator and restructuring the Chain of Command.

City Manager Tim Montgomery advised there were changes within the leadership of the Parks & Recreation departments. City Manager Montgomery explained that Jeff Rudolph stepped into the Interim Manager position for Parks and Arnold Lopez as the Interim Director over Parks. City Manager Montgomery advised that the Recreation department would do well with a manager specifically for the Recreation Center. City Manager Montgomery advised that Parks and Recreation had a deficit of \$47,000 and by removing the director position that could hopefully bring them back up. City Manager Montgomery advised he wanted to combine the Youth and Adult Program Coordinator positions into one.

Councilor Casey made a motion to approve the restructuring of the Parks & Recreation Department Organizational Chart by placing the department under the direction of the Executive Office/City Manager, removing the Director position, adding a Parks Manager, combining the positions of Adult Program Coordinator and Youth Program Coordinator and modifying the job title as a Programs Coordinator and restructuring the Chain of Command. Councilor Martinez seconded the motion.

Councilor Montoya voiced his opinion regarding Parks being under the Public Works department and each department needing a director.

Councilor Martinez asked if they would be violating any ordinances should they move forward.

City Clerk Fresquez advised that the City Manager wouldn't be violating any ordinance or the Charter because the Charter states as long as there is oversight by a director which he would be overseeing those departments.

City Manager Montgomery advised that it's difficult to find one individual with a background in recreation sports, fitness and parks.

Mayor Romero advised that the Charter states that the City Manager is allowed to be a director of a department with the exception of the Finance director.

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

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	No		

City Clerk Fresquez advised the motion carried.

- 6. Request approval of Contract with AECOM for the Peterson Dam Replacement Project - Phase 3 Final Design and Phase 4 Engineering during construction scope of work.

Water Director Travis Martinez advised that the contract was approved by the State Engineers Office.

Councilor Casey made a motion to approve a Contract with AECOM for the Peterson Dam Replacement Project - Phase 3 Final Design and Phase 4 Engineering during construction scope of work. Councilor Montoya seconded the motion.

Water Director Martinez discussed what would be covered regarding the Peterson Dam replacement phase III final design and phase IV bid support for construction.

City Manager Montgomery advised that the contract with AECOM would allow them to seek a professional opinion on dredging Peterson Dam.

Discussion took place regarding the cost of both phase III and IV and when to expect the plan and design to be completed.

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		

City Clerk Fresquez advised the motion carried.

7. Discussion/Action regarding Las Vegas Night.

Mayor Romero explained with the leadership and individuals within the Governing Body they could showcase the community and request funding, should they consider Las Vegas Night.

Councilor Casey advised that Las Vegas Night used to be a wonderful event and over the years people stopped showing up. Councilor Casey advised that they need to be better prepared and notify people in advance to build connections with the legislators.

Councilor Montoya advised when he went last year there weren't any representatives there. Councilor Montoya advised that Las Vegas Night started eighteen years ago and it was dynamic, influential and they made a difference. Councilor Montoya advised that there is a different atmosphere of Representatives and Senators now. Councilor Montoya advised that they need to invite Senators and have them commit to what the City is requesting. Councilor Montoya advised that it's a waste of money unless you go as a team, with your priorities, with your documentation and meet with the Governor, Senators or Representatives.

Mayor Romero advised that the President of NMHU, Commissioner Garcia and himself were working on a breakfast and would be inviting the local legislators.

Discussion took place regarding how much has been funded towards Las Vegas Day/Night in the past and ensuring that a priority list is ready.

Mayor Romero advised that they would continue with Las Vegas Day.

8. Request approval to reschedule the December 11, 2024 regular Council Meeting to December 10, 2024.

Mayor Romero advised that he had committed to participate in a Mayor's summit in California. Mayor Romero advised that he wanted to ensure that they have a quorum, which is why he's asking Council to consider changing the meeting from December 11th to December 10th.

Councilor Martinez made a motion to approve to reschedule the December 11, 2024 regular Council Meeting to December 10, 2024. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

Mayor Romero advised he was paying for his own flight.

Councilor Montoya wished everyone a Happy Thanksgiving.

Mayor Romero advised they were grateful for all the employees.

ADJOURN

Councilor Martinez made a motion to adjourn. Councilor Casey seconded the motion.

Meeting adjourned at 7:54 pm.

Mayor David Romero
ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: December 10, 2024

Date Submitted: 11/27/24

Department: Public Works

Item Topic: request approval of resolution No. 24-33 to apply for a one year extension for the Transportation Project Fund (TPF) Grant, contract no. D19526 administered through the New Mexico Department of Transportation (NMDOT) for University Avenue, begin of project is Grand Avenue to the end of project 8th Street and from 8th Street to National Avenue if funding allows.

Fiscal Impact: None

Attachments: Resolution 24-33


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, NEW MEXICO
Resolution No. 24-33

**A RESOLUTION TO APPLY FOR A ONE YEAR EXTENSION FOR THE
TRANSPORTATION PROJECT FUND (TPF) ADMINISTERED BY THE
NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)**

WHEREAS, the Governing Body of the City of Las Vegas supports a request for a one year extension to the TPF grant program administered by the NMDOT from June 30, 2025 to June 30, 2026; and

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

WHEREAS, the Governing Body does provide authorization for approving a request for a one year extension for the University Reconstruction Project; Contract No. D19526, Control No. HW2L40043 due to weather delays.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference by the Governing Body is respectfully requesting that authorization be given of said request to the NMDOT District 4 office for approval of said request.

APPROVED AND ADOPTED this _____ day of December 2024.

CITY OF LAS VEGAS

David Romero, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

City Attorney



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed:

Tim Montgomery
Tim Montgomery, City Manager

11/19/24
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: November 14, 2024

Department Submitting: Public Works

Submitter: Daniel Gurule

Documents to be reviewed: Resolution 24-33 time extension for the TPE Grant (University)

Deadline: ASAP

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____

Date: _____

City Manager / HR Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

Changes: _____

Date: _____

1

Richard Van Vleet
Attorney Review

11.25.2024
Date

Approved / Disapproved: *(Reason for Disapproval):* _____

2

Finance Director

Date

Approved / Disapproved: *(Reason for Disapproval):* _____

3

Tim Montgomery, City Manager

Date

Received by City Clerk's Office

Date: _____

(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*



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

Meeting Date: December 10, 2024

Date Submitted: 11/27/24

Department: Public Works

Item/Topic: Award RFB 2025-10 to Desert Fox LLC for the construction, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb & ramps and miscellaneous construction on El Creston Circle in the amount of \$2,880,733.75 to include NMGR's. All bids have been verified and approved by our engineering consultants.

Advertised: September 20, 2024

Bid Opening: October 31, 2024

Number of Bidders: 3

Desert Fox, LLC	\$2,880,733.75 including GRT
Magnum Welding & Construction LLC	\$3,706,446.73 excluding GRT's
Pluma, LLC	\$4,086,544.51 excluding GRT's

Fiscal Impact: None

Attachments: Engineers recommendation and bid form.

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:


Reviewed By:



Department Director



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 _____



November 13, 2024

City of Las Vegas
Mr. Tim Montgomery
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

**RE: El Creston Reconstruction Project – Phase 1, TPF HW2LP40046
Bid Tabulation & Recommendation of Award**

Dear Mr. Montgomery:

We have tabulated the bids received at the bid opening held on Thursday, October 31, 2024, for the above-referenced project. The attached certified Bid Tabulation shows that Desert Fox, LLC of Peralta, New Mexico is the apparent low bidder.

While tabulating the bids, a clerical error was discovered in Desert Fox's bid. The Desert Fox bid indicated a total amount for both bid lots under the Bid Alternate. The bid tabulation attached addresses this clerical error. We have also attached a letter from Desert Fox acknowledging this clerical error and a statement honoring the bid amount of \$2,880,733.75 inclusive of NMGRT.

We have consulted the website of the New Mexico Regulation & Licensing Department, Construction Industries Division, and have verified that Desert Fox, LLC has an active New Mexico Contractor License Number of 367698. The attached printout indicates that they currently hold GF09, GA01, GA04, and GB98 license classifications. Based on our review of the description of each license classification, it appears that Desert Fox, LLC. has the proper license classifications to accomplish the scope of work outlined for this contract.

We have also verified Desert Fox, LLC. has a current and active Public Works Minimum Wage Rate Act Registration Number of 0219522012222 as per the NM Department of Labor Website. Their bonding company, Granite Re, Inc., has an active license to conduct business within New Mexico. Upon initial review of the bid documents submitted by Desert Fox, LLC it appears that they have properly completed the required documents for the project.

Based on their lowest responsive bid and the information verified above, we recommend that the Base Bid and Additive Alternate #1 for the El Creston Reconstruction Project – Phase 1 be awarded to Desert Fox, LLC. in the amount of \$2,880,733.75 inclusive of NMGRT.

If you have any questions or need any additional information, please feel free to contact our office.

MILLER ENGINEERING CONSULTANTS, INC.

Verlyn A. Miller, P.E.
President

VAM:vam
Enclosures

Cc: Mr. Arnold Lopez, Las Vegas Public Works
Mr. Daniel Gurute, Las Vegas Public Works
Mr. John Herrera, NMDOT

DESERT FOX PAVING

November 13, 2024

City of Las Vegas
905 12th St.
Las Vegas, NM 87701

RE: El Creston

To Whom It May Concern:

Please be advised that pursuant to the bid provided to the City of Las Vegas on October 30, 2024 regarding the above referenced project, Desert Fox hereby honors the prices provided to the City of Las Vegas totaling \$2,880,733.75. We understand there was an error in calculations on our bid total amount of both bid lots in the subtotal row for Add Alt #1.

Should you have any questions, please do not hesitate to contact Cody Sutton at (505) 236-9989.

Sincerely,



Beverly A. Zastrow
Managing Member

CITY OF LAS VEGAS
BID OPENING

DATE: 31-Oct-24

OPENING NO.: 2025-10

TIME: 2:00 PM

LOCATION: _____
905 12th Street
Las Vegas, NM 87701

ITEM(S):

	RECEIVED FROM:	AMOUNT PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
1	<u>Direct Box</u>	<u>1,500.00</u>	<u>X</u>	<u>X</u>	<u>X</u>
2	<u>Pleura</u>	<u>1,000.00</u>	<u>X</u>	<u>X</u>	<u>X</u>
3	<u>Magnon Working</u>	<u>1,500.00</u>	<u>X</u>	<u>X</u>	<u>X</u>
4					
5					
6					
7					
8					

COMPANY REPRESENTATIVE

COMPANY NAME

1	<u>Jennifer Silva</u>	<u>CPO</u>
2	<u>Daniel Avula</u>	<u>Public Works</u>
3	<u>Aravis Lopez</u>	<u>C.O.F.L.V.</u>
4	<u>Paul Ann</u>	<u>City of LV/Consultant</u>
5		
6		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

SUBMITTED BY:

[Signature]
 DATE: 10/31/24

DATE: _____



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

Meeting Date: December 10, 2024

Date Submitted: 12/02/2024

Department: Community Services

Item/Topic:

Memorandum of Agreement between County of San Miguel and City of Las Vegas for ARPA funding for the San Miguel Senior Center for items for entertainment and recreation at the San Miguel (Ribera, NM) site as opposed to administrative fees.


Fiscal Impact: Receipt from County of \$25,000


Attachments: MOA, MOU San Miguel County, #4045-24

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:

Reviewed By:



Department Director


City Manager



Finance Director

City Attorney (Approved as to Form)

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

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

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

San Miguel Senior Center

Ansley, Joy <jansley@co.sanmiguel.nm.us>

Tue, Nov 26, 2024 at 3:19 PM

To: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>, Tim Montgomery <tmontgomery@lasvegasnm.gov>

Cc: Mary Jean Aragon <mjaragon@lasvegasnm.gov>, Megan Stroud <mstroud@co.sanmiguel.nm.us>

Hi guys, here's a draft MOA for the ARPA funds. Please review and let me know your thoughts. I will put this on our December agenda, as I assume you will. We'll need to get invoiced right away, after it's approved, because I need to encumber funds by December 31, or I lose them.

Does that sound doable?



Joy Ansley

San Miguel County Manager

500 W. National, Ste. 201

Las Vegas, NM 87701

(O) 505-425-9333

(C) 505-239-3973

jansley@co.sanmiguel.nm.us

[Quoted text hidden]



City MOA for San Miguel Senior ARPA_11.24.docx
142K



MEMORANDUM OF AGREEMENT
between
San Miguel County and
City of Las Vegas for ARPA Funding
for the
San Miguel Senior Center

This Memorandum of Agreement is made and entered this 9th day of December, 2024, by and between the County of San Miguel, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Las Vegas, a political subdivision of the State of New Mexico (hereinafter referred to as the "City"), whose address is 1700 N. Grand Avenue, Las Vegas, NM 87701.

RECITALS

WHEREAS, San Miguel County received funding through the American Rescue Plan Act in 2022 and 2023; and

WHEREAS, the County Commission did allocate some of these funds to a Senior Center in San Miguel; and,

WHEREAS, the City of Las Vegas operates the senior centers in San Miguel County; and,

WHEREAS, the County Commission did request that the allocated funds be expended on items for entertainment and recreation, as opposed to administration; and,

WHEREAS, the City of Las Vegas agrees to accept these funds and expend them as requested by the County;

NOW, THEREFORE, in consideration of the recitals and obligations of the parties as expressed herein, both San Miguel County and the City of Las Vegas do hereby agree as follows:

ARTICLE I

Scope of Services. The County shall pay to the City the sum of \$25,000, for expenditure of items of entertainment and recreation at the San Miguel Senior Center. Those items identified include but are not limited to a bingo machine, digital sign, computers, desks, games, puzzles, cards, storage shed, treadmill, gardens and tablets.

ARTICLE II- Responsibilities of Parties.

- A. The County shall be responsible for paying the lump sum of \$25,000 to the City for these expenditures, upon receipt of an invoice from the City.
- B. The County shall be responsible for reporting to the Federal Treasury for the funds.

- C. The City shall be responsible for invoicing the County for the funds.
- D. The City shall be responsible for purchasing the equipment, as outlined in this Agreement, for the San Miguel Senior Center.
- E. The City shall be responsible for submitting to the County, a list of equipment, costs and vendors equaling the \$25,000.

ARTICLE III

Term and Termination. This MOA shall become effective upon final execution by both parties and shall automatically terminate on June 30, 2025. This MOA may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. This MOA may be terminated by either party upon seven (7) days' written notice, with or without cause.

ARTICLE IV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and by US Postal Service or Email. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas
Tim Montgomery, City Manager
1700 N. Grand Avenue
Las Vegas, NM 87701
(505)454-1401
tmontgomery@lasvegasnm.gov

ARTICLE VI

New Mexico Tort Claims Act. By entering into this Lease Agreement Amendment, neither party shall be responsible for liability incurred as a result of the other party's act or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Agency and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE VII

Third Party Beneficiary Clause. This Lease Agreement Amendment is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death,

bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

SAN MIGUEL COUNTY

Joy Ansley, County Manager

Approved as to legal sufficiency:

Ambrosio E. Castellano Jr.
San Miguel County Attorney

ATTEST:

Louanna G. Ortega
San Miguel County Clerk

City of Las Vegas

Tim Montgomery, City Manager

Approved as to legal Sufficiency:

City of Las Vegas Attorney

Cassandra Fresquez, City Clerk

Agreement / Contract
No. 4045-24
City of Las Vegas
Date



MEMORANDUM OF UNDERSTANDING
between
San Miguel County and the
City of Las Vegas Senior Program
For the San Miguel Senior Center

San Miguel County and City of Las Vegas Senior Program, a partner enters into this agreement to support collaborative efforts to expand the participation at the San Miguel Senior Center in San Miguel, New Mexico.

Period of this agreement:

The period of this agreement is from November 1, 2023 to June 30, 2024.

Changes to this agreement:

No changes or amendments may be made to this agreement unless mutually agreed upon by both parties, made in writing, and duly signed and attested to by San Miguel County and the duly designated representative of the City of Las Vegas Senior Program.

Termination of this agreement:

Either party may terminate this agreement by giving the other party 30 days advance notice in writing.

Deliverables:

San Miguel Center

- Equipment for entertainment will be purchased for the membership at the San Miguel Center.
- Funding shall not be spent on administrative costs.

Maintenance and control

The County of San Miguel is contributing financially only to the City's provision of service. Therefore, the City of Las Vegas is responsible for maintenance and control of all the senior properties and will indemnify the County from any risk or liability, which may originate from the city's management.

Reimbursement

The City of Las Vegas Senior Center Program shall provide San Miguel County an invoice at the end of each quarter:

Deliverable Agreement:	\$25,000.00
TOTAL	\$25,000.00

**MOU w LV Senior Center
For San Miguel Center Equipment
2023-2024
Page 2 of 3**

Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States post Office, postage prepaid and return receipt requested. Notices shall be sent to the following:

**San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us**

**City of Las Vegas Senior Program
Leo Maestas, City Manager
1700 N Grand Ave.
Las Vegas, NM 87701
(505)454-1401
lmaestas@lasvegasnm.gov**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

San Miguel County




Joy Ansley
San Miguel County Manager



H. Chico Gallegos
San Miguel County Attorney

ATTEST:



Louanna Ortega
San Miguel County Clerk



MOU w LV Senior Center
For San Miguel Center Equipment
2023-2024
Page 3 of 3

City of Las Vegas



Tim Montgomery, Interim City Manager

DocuSigned by:


1088F31DE2FA474
City of Las Vegas Attorney



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

Meeting Date: December 10, 2024

Date Submitted: 12/02/2024

Department: Community Services / Library

Item/Topic: Task Order for Repairs of Carnegie Library Roof, Pillars, Plaster Walls, and Ceiling Restoration. Capital Appropriation was awarded for this project. Reversion date June 30, 2026 to plan, design, construct, replace repair and restore the roof and pillars at the historic Carnegie Public Library in San Miguel County.

Capital Appropriation Project 22-G2966 \$150,000

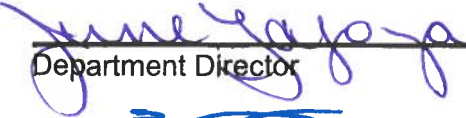
Fiscal Impact: \$30,308.91 including GRT from Capital Outlay 22-G2966, 3927-22

Attachments: Approval Form, Project Summary Sheet, Task Order 10/8/2024, Capital Outlay Agreement 22-G2966 CLV #3927-22


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:


Reviewed By:



Department Director



City Manager



Finance Director

City Attorney (Approved as to Form)

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

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

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



**COMMUNITY SERVICES DEPARTMENT
PROJECT SUMMARY SHEET**

PROJECT NAME: CARNEGIE LIBRARY ROOF RESTORATION/REPAIR
PROJECT NUMBER: 22-G-2966
PROJECT MANAGER: June Tafoya

ENGINEER: _____
CONTRACT NUMBER: _____

PROJECT DESCRIPTION:

Architectural Services, Plan, Design, Construction Documents, Permitting Assistance, Construction Administration
 For Re-Roof, Water Damage Analysis and Restoration Work At Carnegie Library

TIMELINE: Drawings Complete by January 2025, Request for Bids January 2025

FUNDING SOURCES

City	\$0
State	\$150,000
<u>Federal</u>	_____
Total Funds	\$150,000

ESTIMATED EXPENDITURES

Design	
Engineering Services	\$30,800.00
<u>Construction</u>	<u>\$</u> _____
Total w/ GRT	\$33,308.91

BUDGETED AMOUNT: \$150,000 Capital Outlay

LINE ITEM NUMBER: 217-0000-780-8063

ACTION	DESCRIPTION	DATE
Funding Source	Capital Outlay Appropriation # 22-G2966	06/30/2026
Loan/Grant/City	State \$ 150,000 Total \$	
Engineering Services Agreement	Contract# _____ Task Order# _____ \$ 33,308.91	
Engineering Estimate	Total Engineer's Estimate \$ _____	
Bid Document Review	Bid # Pending	12/2024
Advertisement		01/2025
Bid Opening	Date	01/2025
Bid Tabulation	Contractor _____ Amount _____	1/2025
	Contractor _____ Amount _____	
	Contractor _____ Amount _____	
	Contractor _____ Amount _____	
Construction Estimate	Contractor Share \$ _____ (Including NMGRT) City Share \$ _____	As needed
Engineer's Recommendation	Contractor _____	
Staff Recommendation		
Committee Recommendation		
Council Approval		Jan or Feb 2025
Notice To Proceed		Jan or Feb 2025



TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

October 8, 2024

Professional

Firm:

Miller Engineering Consultants, Inc.
3500 Comanche NE, Building F
Albuquerque, NM 87107
Phone: 505-888-7500
Fax: 505-888-3800

Client:

City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701
Phone: 505-454-1401

Project Name/Location: Las Vegas Carnegie Library/Las Vegas, New Mexico.

Scope/Intent and Extent of Services: MEC's sub-consultant will provide architectural services for developing design and construction documents for re-roof, water damage analysis, and restoration work at Carnegie Library in Las Vegas, NM. The proposed scope of services for this project will include the following: (see Exhibit A attached)

SCOPE OF WORK

This work aims to develop construction drawings that can be bid for the re-roofing of the historic Carnegie Library in Las Vegas, NM. In addition, a water damage analysis will be done to confirm that no structural components have been compromised. The construction scope will also include historic wood columns, plaster walls, and ceiling restoration.

SERVICES INCLUDED

As-built Drawings
Structural and water damage analysis
Construction Documents (including roofing scope, details, restoration guidelines, and scope)
Permitting Assistance
Construction Administration (Including coordination with GC, pay application review, progress meetings and site visits as required)

DELIVERABLES

Architectural / Engineering
- Roof Plans (showing the extent of re-roof work)
- Construction Details (including applicable roofing and restoration details)
Construction Documents
- Stamped PDF drawings
Permit Acquisition
- Assist Client as necessary for permit approval
- City fees will be paid by the Client

EXCLUSIONS

- Zoning Hearings or Zone Changes
- Civil Engineering, Fire Suppression Engineering, Cost Estimating, Surveying and any other service or engineering not specifically listed herein.
- Security System Engineering and Data Engineering are omitted.
- A specification book is not included. Material and equipment specifications will be identified directly on the construction drawings as required.
- Permit Fees

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

1) <u>Architectural Services:</u>	\$ 30,800.00 plus applicable taxes
Total Services:	\$ 30,800.00 plus applicable taxes

Special Conditions: Work will commence upon countersigning this task order in the space provided below. This task order agreement is authorized under MEC's on-call retainer agreement for professional engineering services with the City of Las Vegas.

Offered by:

Accepted by:

 10/8/24

Signature Date

Agent Date



Printed Name/Title

Tim Montgomery, City Manager

Printed Name/Title

Miller Engineering Consultants, Inc.

Name of Professional Firm

City of Las Vegas

Name of Client



Miller Engineering Consultants, Inc.
3500 Camanche NE, Bldg F
505-888-7500

10.03.2024

PROPOSAL OF SERVICES

Tomás Sánchez, RA (Solero Architecture) proposes to provide the following architectural services to **Miller Engineering Consultants, Inc.** (Client) for the development of design and construction documents for re-roof, water damage analysis and restoration work at Carnegie Laibrary in Las Vegas NM.

SCOPE OF WORK

The purpose of this work is to develop construction drawings that can be bid for the re-roofing of the historic Carnegie Library in Las Vegas NM. In addition a water damage analysis will be done to confirm no structural components have been compromised. Historic wood columns, plaster walls and ceiling restoration will also be included in the construction scope.

SERVICES INCLUDED

As-built Drawings

Structural and water damage analysis

Construction Documents (including roofing scope, details, restoration guidelines and scope)

Permitting Assistance

Construction Administration (Including coordination with GC, pay application review, progress meetings and site visits as required)

DELIVERABLES

Architectural / Engineering

- Roof Plans (showing extent of re-roof work)
- Construction Details (including applicable roofing and restoration details)

Construction Documents

- Stamped PDF drawings

Permit Acquisition

- Assist Client as necessary for permit approval
- City fees will be paid by Client

EXCLUSIONS

- Zoning Hearings or Zone Changes
- Civil Engineering, Fire Suppression Engineering, Cost Estimating, Surveying and any other service or engineering not specifically listed herein.
- Security System Engineering and Data Engineering is not included.
- A specification book is not included. Material and equipment specifications will be identified directly on the construction drawings as required.
- Permit Fees

SCHEDULE

The Architect is available to begin upon Client's direction.

PROFESSIONAL FEE

To determine a fee for this project, we are using the projected budget of \$400K.

Proposed Professional Fee is 7% of 400K = \$28,000 + NMGRT

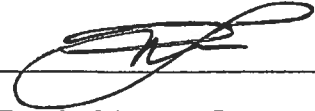
Invoices will be billed incrementally based on a percentage of completion. 100% payment is due upon completion of project. Payments are due and payable upon receipt of Architect's invoice.

Reimbursable expenses include: travel at \$.67 per mile, reprographics/printing, city plan review fees.

Allocation of Risk Clause:

In recognition of the relative risks and benefits of the project to both the Architect and the Client, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims or expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect to the Client arising from this contract shall not exceed the Architect's total fee for services rendered on this project or \$50,000.00 whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AGREEMENT



10.03.24

Tomás Sánchez, RA

Date

Verlyn Miller
President

Date

Fwd: Carnegie Library

7 messages

Arnold Lopez <alopez@lasvegasnm.gov>
To: June Tafoya <jtafoya@lasvegasnm.gov>

Tue, Oct 8, 2024 at 12:22 PM

Sent from my iPhone

Begin forwarded message:

From: Jana Miller <jmiller@mecnm.com>
Date: October 8, 2024 at 9:29:51 AM MDT
To: alopez@lasvegasnm.gov
Cc: Verlyn Miller <vmiller@mecnm.com>, Danny Gurule <dgurule@lasvegasnm.gov>
Subject: Carnegie Library

Good Morning,

Please see the attached task order for Carnegie Library. Thank you!

Thanks,

Jana Miller

Miller Engineering Consultants

3500 Comanche NE Bldg F

Albuquerque, NM 87107

Phone: 505-888-7500

Fax: 505-888-3800

 **Carnegie Library_COLV.pdf**
1723K

Danny Gurule <dgurule@lasvegasnm.gov>
To: June Tafoya <jtafoya@lasvegasnm.gov>

Fri, Oct 11, 2024 at 10:42 AM

I don't see any attachment. Rob

[Quoted text hidden]

--

Robert Archuleta

City of Las Vegas

1700 North Grand Avenue

Las Vegas, NM 87701

505-454-1401

505-429-5970 Cell

rjarchuleta@lasvegasnm.gov

June Tafoya-Cordova <jtafoya@lasvegasnm.gov>
To: Robert Archuleta <rjarchuleta@lasvegasnm.gov>
Cc: Danny Gurule <dgurule@lasvegasnm.gov>, Arnold Lopez <alopez@lasvegasnm.gov>

Tue, Oct 15, 2024 at 12:50 PM

Sorry about that, here it is.

[Quoted text hidden]

[Quoted text hidden]

 **Carnegie Library_COLV.pdf**
1723K

Robert Archuleta <rjarchuleta@lasvegasnm.gov>
To: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>
Cc: Danny Gurule <dgurule@lasvegasnm.gov>, Arnold Lopez <alopez@lasvegasnm.gov>

Mon, Oct 21, 2024 at 2:52 PM

Hello,

My only recommendation is to have the Department of Cultural Affairs look at the drawings when they are completed.

Thanks

Rob

[Quoted text hidden]

Arnold Lopez <alopez@lasvegasnm.gov>
To: Robert Archuleta <rjarchuleta@lasvegasnm.gov>
Cc: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>, Danny Gurule <dgurule@lasvegasnm.gov>

Tue, Oct 29, 2024 at 2:07 PM

Good afternoon He Task Order Looks good to me. Please proceed.
Sent from my iPhone

On Oct 21, 2024, at 2:52 PM, Robert Archuleta <rjarchuleta@lasvegasnm.gov> wrote:

Agreement / Contract

No. 3927-22

City of Las Vegas

Date

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 354, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-G2966 \$150,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2022, Chapter 53, Section 30, Paragraph 354, One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), to plan, design, construct, replace, repair and restore the roof and pillars at the historic Carnegie public library in Las Vegas in San Miguel county;

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars and Zero Cents (**\$150,000.00**) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁴⁴³, if applicable, Zero Dollars and Zero Cents (**\$0.00**), which equals One Hundred Fifty Thousand Dollars and Zero Cents (**\$150,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁴⁴⁴ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

⁴⁴³ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

⁴⁴⁴ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Las Vegas
Name: Louie Trujillo
Title: Mayor
Address: 1700 N. Grand Ave, Las Vegas, NM, 87701
Email: mayor.louie.trujillo@lasvegasnm.gov
Telephone: 505-454-1401

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

Grantee: City of Las Vegas
Name: Leo Maestas
Title: City Manager
Address: 1700 N. Grand Ave, Las Vegas, NM, 87701
Email: lmaestas@lasvegasnm.gov
Telephone: 505-454-1401

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

Department: DFA/Local Government Division
Name: Steve Lacy
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: Stevenk.lacy@dfa.nm.gov
Telephone: 505-695-5602

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Leo Maestas
Signature of Official with Authority to Bind Grantee

City of Las Vegas
Entity Name

By: Leo Maestas
(Type or Print Name)

Its: City Manager
(Type or Print Title)

11/09/22
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

DocuSigned by:
Renee Ward
2391383D0F60499

By:
Its: Division Director

12/9/2022
Date

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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Su to if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H. GF GOB STB (attach wire if first draw)
- I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2025 (July 1, 2022-June 30, 2023)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

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

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

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date

Date

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

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

Division Fiscal Officer Date

Division Project Manager Date

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, **Project Manager**

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ **\$ 0.00**

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

Department Rep. Approver: _____

Title: **Project Manager**

Signature: _____

Date: _____

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



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

Meeting Date: December 10, 2024

Date Submitted: 12/02/2024

Department: Utilities

Item/Topic Approval to award and enter into a contract for RFP #2025-07 for Consulting Service Hydrologist

Advertised: 09/13/2024: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 10/03/2024

Number of Proposals: 1 – Glorieta Geoscience

Fiscal Impact: Paid for through budgeted City funding

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix, draft contract.

Committee Recommendation: This item will be discussed at the December 10, 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 _____

REQUEST FOR PROPOSALS

2:30 pm, 8/30/24

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:30 pm, 8/30/24, 2024, at 905 12th Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:


PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST

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 Street, Las Vegas, New Mexico 87701; with the envelope marked PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST Opening No. 2025-07 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

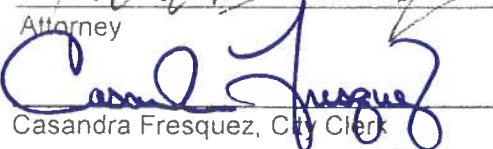
CITY OF LAS VEGAS,



Tim Montgomery, City Manager



Attorney



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2025-07

Date Issued: 8/30/24

Published:	<u>Las Vegas Optic</u>	<u>8/30/24</u>	, 2024
	<u>Albuquerque Journal</u>	<u>8/30/24</u>	, 2024
	<u>www.lasvegasnm.gov</u>	<u>8/30/24</u>	, 2024

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST** 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: _____

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: 9/12/24, 2024, 2:30 pm; at which time all proposal received will be opened. The opening will occur at 905 12TH Street Las Vegas NM,87701 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 KICK-BACK:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to 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.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR HYDROLOGIST SERVICE FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for **Hydrologist Service** for City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform **Hydrologist Services** on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor 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:

1. Services related to water rights and hydrology.
2. Water rights accounting and purchasing.
3. General water resource planning and management.
4. Serving as a technical expert in water rights hearings.
5. 40 year water planning preparation.
6. Upper Gallinas stream forecasting and diversion modeling.
7. Analyze data on environmental impacts of pollution, erosion, and drought.
8. Analyze / report on snow levels.
9. Analyze / report on well field levels.
10. Analyze / report on water sales and water loss.
11. Analyze flow conditions and data.
12. Discharge permits applications.
13. Provide information needed for water projects related to effluent, non-potable and potable water.
14. Provide documentation to City of Las Vegas Utilities Division. Retain records for each 5 year period.
15. Prepare written reports and presentations of their findings.
16. Provide other hydrologist consulting services as needed.

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.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound

on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. 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 Street, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **“REQUEST FOR PROPOSAL FOR HYDROLOGIST SERVICE”** 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 Services as defined in the scope of work**– Offeror’s personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror’s willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** - Offeror’s familiarity with the area the project may be located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

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 **Utilities 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. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. 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 at least five (5) 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

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. *Assignability*: 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 905 12TH Street, 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 Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
BID OPENING

DATE: 12-Sep-24

OPENING NO.: 2025-07

TIME: 2:30 PM

LOCATION: 905 12th Street

Las Vegas, NM 87701

ITEM(S): Professional Consulting Services for Hydrologist

	RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
1	<u>GGI Glorieta Geoscience</u>				<u>✓</u>	<u>✓</u>
2						
3						
4						
5						
6						
7						
8						

COMPANY REPRESENTATIVE
1 Adrian Attemand
2 [Signature]
3
4
5
6

COMPANY NAME
GLV PM
Purchasing

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:
Adrian Attemand
DATE: 9/12/24

SUBMITTED BY:

DATE: _____



Glorieta
Geoscience
A Division of GZA

WATER / WATER RIGHTS
 GEOTECHNICAL
 ENVIRONMENTAL
 ECOLOGICAL
 CONSTRUCTION MANAGEMENT

OFFICE ADDRESS:
 Glorieta Geoscience
 A Division of GZA
 1723 Second Street
 Santa Fe, NM 87505

MAILING ADDRESS:
 Glorieta Geoscience
 P.O. Box 5727
 Santa Fe, NM 87502

September 12, 2024

Ms. Casandra Fresquez, City Clerk
 City of Las Vegas
 1700 N Grand Ave
 Las Vegas, New Mexico 87701

RE: Response to Request for Professional Consulting Services for Hydrologist, RFP #2025-07

Dear Ms. Fresquez:

Glorieta Geoscience, a Division of GZA GeoEnvironmental Inc. (GGI), is pleased to submit to the City of Las Vegas this response to 'Professional Consulting Services for Hydrologist' in response to RFP No. 2025-07. GGI has been providing water rights, water resource and environmental consulting services for clients in New Mexico, Nevada, Arizona, and other western states for more than 45 years. We have comprehensive professional experience in hydrogeology and water rights consulting, conducting field investigations, surface water and groundwater hydrology and related investigations, managing water rights, and providing expert witness testimony in support of public sector clients.

In May 2023, GGI was purchased by and became a division of GZA GeoEnvironmental Inc. (GZA). GZA is a nation-wide, multi-disciplinary, employee-owned firm providing geotechnical, environmental, ecological, water, and construction management services. This merger allows GGI to maintain our local presence and emphasis on hydrologic and geologic services, while also providing us with access to a broad range of engineering and environmental expertise to assist our clients. We encourage the reviewers to visit our websites at glorietageo.com and GZA.com for descriptions of our services and publications.

The GGI team has more than 100 combined years of experience providing hydrology and water rights consulting services to the City of Las Vegas. In the past 8 years, GGI has completed the following projects or tasks for the City: 1) Provided disaster response and post-fire hydrological analyses and project support following the 2022 Hermit's Peak/Calf Canyon (HP/CC) fire and subsequent major flood events; 2) Provided hydrologic analysis and expert technical support for successful negotiation of the Storrie Project storage agreement, obtaining 800 ac-ft of permanent storage space for the City in the reservoir while saving the City \$8 million; 3) Analyzed Gallinas stream flow data and assisted in negotiating the acequia water shortage sharing agreement under State Engineer active water resource management (AWRM) guidelines; 4) Developed the stream flow routing model utilized for negotiating the acequia sharing agreement and subsequently used for runoff forecast modeling and reservoir management analyses; 5) Analyzed return flows and water quality from City Wastewater Treatment Plant; 6) Overall water rights consulting; 7) advised Utilities Department on strategies to optimize utilization of Taylor Well Field; 8) prepared and obtained State Engineer approval of City's 40-Year Water Development and Water Conservation Plans; 9) developed a GIS database of water and sewer infrastructure for analysis of potential extra territorial zone (ETZ) water use and return flow calculations; 10) prepared and submitted the city's EPA surface water discharge permits; 11) assessed water rights requirements for treatment at the Trisite and NMDOT groundwater remediation sites. Our highly qualified and diverse staff and local



presence allows GGI to rapidly respond to project demands and provide prompt, professional, expert service to the City.

Mr. Jay Lazarus, GGI Principal, is this Offeror's representative for RFP No. 2025-07 with the authority to enter into binding agreements with the City of Las Vegas. Larry "Boot" Pierce, R.G., will serve as overall Project Manager. Jim Riesterer, P.G., Senior Consultant, will serve as lead hydrologist. Staff members listed above are experts in hydrology, water rights administration and planning. Additional experienced staff members will be assigned specific tasks as needed. GGI's proposal is organized in accordance with the RFP requirements.

GGI's Project Team looks forward to working with the City of Las Vegas as we provide the requested services. Please contact me at (505) 660-3867 or jay.lazarus@gza.com, if you or the Evaluation Committee have any questions or require any clarification about our proposal.

Sincerely,

Jay Lazarus, Principal



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Proposal

SECTION A – OFFEROR’S IDENTIFICATION

OFFEROR INFORMATION

OFFEROR: GLORIETA GEOSCIENCE, A Division of GZA GeoEnvironmental Inc.
AUTHORIZED AGENT: Jay Lazarus, Principal
ADDRESS: PO Box 5727 Santa Fe, NM 87502
TELEPHONE NUMBER: (505) 983-5446
FAX NUMBER: (505) 983-6482
DELIVERY: 1723 Second St., Santa Fe, NM 87505
STATE PURCHASING RESIDENT CERTIFICATION NO.: L1944149808
NEW MEXICO CONTRACTOR’S LICENSE NO. N/A
FEDERAL TAX ID: 04-2393851

SERVICE (S): **PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST**

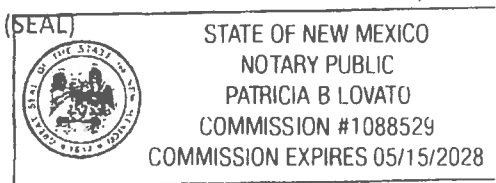
AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

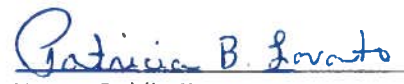
STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, JAY LAZARUS, state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerers to submit the attached proposal. Affiant further states that the offerer has not been a party to any collusion among offerers 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 offerers 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

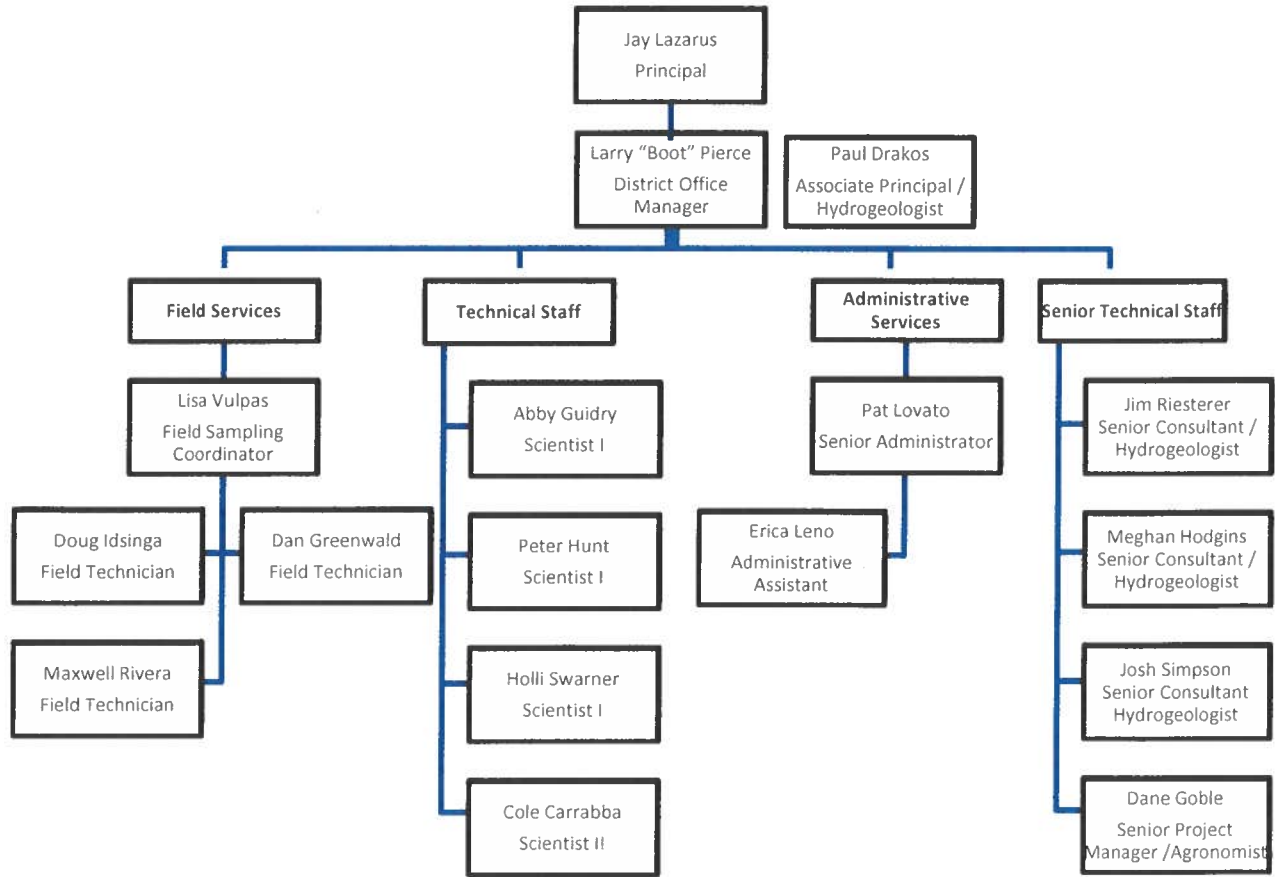
Subscribed and sworn to before me, this 9th day of September, 2024




Notary Public Signature
My Commission Expires: 5-15-2028

Mr. Jay Lazarus, Principal, is this Offeror’s representative for RFP No. 2025-07. Mr. Lazarus and Mr. Paul Drakos, P.G., Principal, have the authority to enter into binding agreements with the City of Las Vegas and will be primary contacts for the City. Larry “Boot” Pierce, P.G., Senior Project Manager and District Office Manager, will serve as overall Project Manager. Jim Riesterer, P.G., Senior Consultant, will serve as lead hydrologist. The following organization chart shows GGI staff available to work on projects. All work is conducted at the direction of senior staff, who communicate with and are under the direction of the Mayor, City Manager, and/or Utilities Director. GGI does not have any projects with the City that are less than 75% complete.

ORGANIZATIONAL CHART



Santa Fe Office Organization Chart

Personnel authorized for preparation and execution of contract:
Jay Lazarus, Principal – 505-660-3867, Paul Drakos, Associate Principal – 505-660-4509



SECTION B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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.

Jay [Signature]

Signature

Sep 9, 2024

Date

Principal

Title (position)



SECTION C – PERSONNEL EXPERIENCE

The following are key personnel’s qualification and education. Additional GGI staff will be used on projects on an as-needed basis. Staff resumes are available at www.glorietageo.com/staff.

Mr. Jay Lazarus

Education: B.S. Geology; Years Professional Experience: 47

Mr. Lazarus is GGI’s Principal, and has over 47 years of professional experience developing, implementing, and bringing to successful completion numerous multi-disciplinary water resources projects. Mr. Lazarus served as the City’s primary hydrologist and water rights expert from 1985-2010 and 2016-2024. The scope of these projects includes: Principal-in-Charge for GGI’s post HPCC fire response, water resources development, hydrogeologic characterizations, planning, and training; water rights adjudication/litigation support; project management, cost control, and administration of complex projects. Mr. Lazarus develops water rights acquisition strategies with City administration and staff. He also supervises numerous environmental compliance projects, including management of numerous abatements and corrective actions; drilling supervision, well design, lithologic description of cuttings and continuous core, evaluation of geophysical logs, and development of drilling specifications; development of programs for conducting aquifer tests and sampling of discrete groundwater zones in multi-aquifer systems; groundwater basin analysis; development of hydrogeologic framework for multilayer groundwater models; alternative energy development; regulatory protocol development; expert testimony/litigation support; wastewater reuse projects; as well as watershed analysis and perennial yields. Mr. Lazarus has been qualified as an expert witness in numerous hydrology and geology related disciplines in administrative and judicial proceedings.

Mr. Paul Drakos, P.G.

Professional Licenses: P.G. AZ #61357, WY #3422, TX #10412, WA #3044

Education: M.S. Geology; Years Professional Experience: 35

Mr. Drakos is an Associate Principal with GGI. Mr. Drakos’ work experience includes coordination and supervision of numerous projects encompassing the drilling, design, development, completion, and testing of public-supply wells (including the City of Las Vegas’ Taylor Well Field), including multiple-well and multiple-aquifer pumping test design and interpretation. These projects range in scope from design, drilling, and testing of subdivision water supply wells to rehabilitation and testing of stream augmentation wells for the Interstate Stream Commission, as well as development of exploratory drilling programs to characterize the aquifer system in the Taos Valley and southern San Luis Basin in northern NM. Mr. Drakos has also completed spring inventory investigations, including geologic, hydrologic, and geochemical characterization of springs on the Zuni Reservation in western NM, the Spring Mountains and Pahrump Valley in Nye Co., Nevada, and in the Lake Fork watershed in northern NM. Mr. Drakos also completed the soils and hydrology portions of US Army Corps of Engineers jurisdictional wetland determinations and wetland mitigation projects in northern NM. Following the HP/CC fire and subsequent flooding of Peterson Reservoir in 2022, Mr. Drakos led the investigation into soil, and potential contaminant accumulation in Peterson reservoir. Mr. Drakos has been qualified as an expert witness in various hydrology and geology related disciplines in administrative and judicial proceedings.

Larry “Boot” Pierce, R.G.

Professional Licenses: Registered Geologist MO #179

Education: M.S. Geology; Years of Professional Experiences: 35

Mr. Pierce is a GGI Senior Project Manager and Santa Fe District Office Manager with 35 years of experience in hydrogeology, permitting, disaster response, and environmental investigations including PFAS and solid waste landfills. Mr. Pierce has conducted groundwater characterizations, developed conceptual site models, and installed sentry monitoring programs for numerous facilities. Mr. Pierce served as operations coordinator for the City of Las



Vegas' post-fire water sediment removal plant and as project coordinator for the development and design of the city's water treatment projects resulting from the HP/CC fire. Mr. Pierce has completed the City's recent state and federal water quality permitting and conducted PFAS sampling on behalf of the City. While working for GGI he has managed a wide range of projects, ranging from PFAS assessments in domestic wells to of PFAS in municipal water supply systems.

Mr. Jim Riesterer, P.G.

Professional Licenses: P.G. WY #3540, TX #10244, AZ #50912, WA #3034

Education: M.S. Geology; Years Professional Experience: 24

Mr. Riesterer is a Senior consultant at GGI and has been GGI's project lead for the City of Las Vegas' water rights, water supply management/runoff forecasting and modeling, Storrie Project storage acquisition, 40-Year Plan, water conservation plan and other projects from 2016-2024. He has worked on or been project lead for a wide range of geologic and hydrologic investigations throughout the southwest including: design, construction supervision, and testing of municipal, community, domestic, and agricultural water supply wells; regional and local scale investigations of aquifer systems, with a focus on determining geologic controls on groundwater movement; design and implementation of groundwater models for well field management and water right administrative purposes; geomorphic mapping and sampling to characterize sediment contamination; characterization of springs including sources, recharge rates, and controls on discharge; preparing and reviewing documents for water right transfers; documentation of historic water uses in support of water right transactions; providing expert support in OSE legal proceedings/adjudications; characterization of Permian evaporite stratigraphy and shallow water resources in the Texas panhandle for a Compressed Air Energy Storage (CAES) facility, and other projects. Mr. Riesterer has been qualified as an expert witness in various hydrology and geology related disciplines in administrative and judicial proceedings.

Ms. Meghan Hodgins

Education: M.S. Geology; Years Professional Experience: 27

Ms. Hodgins is a Senior Consultant and Modeler at GGI. Ms. Hodgins experience includes: development of three-dimensional groundwater flow models in basin fill and fractured bedrock aquifers; drilling supervision, well design, lithologic description of cuttings and continuous core, evaluation of geophysical logs, and development of drilling specifications for groundwater production water wells and monitoring (environmental) wells; geologic mapping for mineral resource evaluation and well siting; field supervision of drilling and installation of well nests to depths of up to 2,500 feet in basin fill aquifer settings; field management of programs for conducting aquifer tests and sampling of discrete groundwater zones in multi-aquifer systems; groundwater basin analysis and flow modeling; as well as aquifer test design, data collection, and analysis. Ms. Hodgins has been qualified as an expert witness in ground water modeling and various hydrology and geology related disciplines in New Mexico State Engineer administrative proceedings. Ms. Hodgins' recent work experience includes management of well evaluation, well rehabilitation, well siting, drilling and testing, and water level monitoring for the Eldorado Area Water and Sanitation District (EAWSD) in Santa Fe County, New Mexico.

Josh Simpson, P.G.

Professional Licenses: P.G. NH # 894 and NY #000238

Education: M.S. Hydrology; Years Experience 17

Mr. Simpson is a Senior Consultant at GGI and co-leads GZA's Water Supply/Hydrogeology practice area. He serves on GZA's PFAS technical team as a quantitative hydrogeologist to support projects related to the fate and transport of PFAS releases. He has managed a wide variety of high-profile, complex hydrogeologic investigation projects to evaluate the fate and transport of groundwater contaminants within overburden and bedrock aquifers. Mr. Simpson has evaluated the fate and transport of contaminants, including PFAS compounds, at multiple sites,



including the interpretation of transient data sets in relation to the physicochemical properties of the individual compounds and investigating the degradation rates when performing comparative and statistical analyses to assess potential source areas.

Michael “Dane” Goble

FAA Certificate: # 4600226 for Unmanned Aerial Vehicle (UAV) Pilot License

Education: M.S. Forestry; Years Experience 15

Mr. Goble is a Senior Project Manager with experience in project management on multiple hydrologic and agronomic projects. Mr. Goble has developed the Santa Fe office’s UAV program and is a certified/licensed UAV pilot. Mr. Goble conducted post HPCC-fire and flood drone surveys of Peterson and Bradner reservoirs, the Gallinas River, Storrie Canal and the skating pond. Mr. Goble also led GGI’s effort conducting post-fire and post-flood bathymetry of Peterson and Bradner reservoirs. Mr. Goble has experience in the analysis and interpretation of vast tracts of complex information and synthesizing acquired data to meet project goals.

SECTION D – LICENSES

No general contractor license is required for the services provided.

SECTION E – EXPERIENCE IN HYDROLOGIST SERVICES

GGI staff members are leaders in the State of New Mexico in providing hydrologic analyses, developing water supplies, providing water right transactional support, as well as providing technical expertise in support of legal proceedings, as described in the following sections.

GGI has worked on hydrology projects throughout New Mexico and the southwest U.S. for over 45 years and has experience working for numerous New Mexico municipalities including Las Vegas, Angel Fire, Artesia, Columbus, Eagle Nest, Española, Grants, Hagerman, Lordsburg, Pecos, Red River, Reserve, Rio Rancho, Ruidoso Downs, Santa Fe, Socorro, Taos, Village of Taos Ski Valley, Truth or Consequences, Velarde, and Wagon Mound; as well as Santa Fe, Rio Arriba, Taos, Mora, San Miguel, Hidalgo, Grant, Luna, and Lea Counties. GGI works for state agencies including the New Mexico Bureau of Geology, New Mexico Interstate Stream Commission (ISC), New Mexico Office of the State Engineer, and New Mexico Environment Department Groundwater Quality Bureau. GGI has also worked for many tribes in New Mexico including Zuni Pueblo, Navajo Nation, Santo Domingo Pueblo, San Felipe Pueblo, Sandia Pueblo, and Pojoaque Pueblo.

GGI has been providing hydrology and related consulting services to the City of Las Vegas for approximately 34 years. GGI has a thorough understanding of the City’s surface water and ground water diversions and water treatment and distribution systems. GGI is well versed in the City’s water issues, and prepared the City’s state-mandated 40-Year Water Development Plan that was approved by the Office of the State Engineer (OSE). We have completed and provided the City with a GIS-based analysis of potential new customer use within the City and extraterritorial zone (ETZ) for use as a planning tool for both infrastructure development and water rights acquisition analyses. GGI understands how important the conjunctive use of Gallinas River water and Taylor Well Field groundwater are to the City’s water utility operations. GGI provided immediate disaster response, post fire hydrological, aerial imagery and project management support during the 2022 HP/CC fire and post-fire catastrophic flood events. Brief descriptions of some of the water rights and hydrology services we have provided to the City that demonstrate our extensive understanding of the City’s water resource challenges are presented below as well as examples of selected similar projects conducted for various other clients.



1 – SERVICES RELATED TO WATER RIGHTS AND HYDROLOGY

Gallinas River Water Rights: The Gallinas River has a 30,000 ac-ft/yr (+/-) demand while providing 14,000 ac-ft/yr (+/-). GGI has a long-term understanding and working knowledge of the need to apportion Gallinas River water between the City (1835, 1848 and 1881 priorities), Gallinas River Acequias (various priorities) and Storrie Project Water Users Association (Storrie; 1909 priority). GGI has worked with the City to implement the OSE's Active Water Resource Management (AWRM) guidelines as administered by the Gallinas River Water Master and have inspected and visited all points of diversion and acequias and Storrie Canal on the Gallinas. GGI has an thorough understanding of how the Storrie Project operates and provides water to its members (flumes at each head gate) and we have inventoried and inspected all non-Federal water rights under the Storrie Canal. GGI provided technical expertise to the City's water rights attorneys in support of the multi-decade litigation to determine the quantity and priority date of the City's Gallinas River water rights. In 2021 this effort came to fruition with a court order recognizing an 1835 priority date, senior to all other Gallinas water users, for 1,200 ac-ft of surface water.

Storrie Lake Permanent Storage Evaluation and Purchase: GGI developed a surface water accounting model for the Gallinas River to provide guidance for the City in negotiating terms for the annual active water resource management (AWRM) shortage sharing agreements with other diverters on the Gallinas. The model was modified to evaluate how the potential purchase of storage rights in Storrie Lake could benefit the City. Our analysis indicated that above a threshold amount of Storrie Lake storage, minimal benefit would accrue to the City from purchasing additional storage because much of the water would be lost to evaporation. The model results were utilized by the City in negotiating the purchase of 800 ac-ft of permanent storage capacity in the Lake, reduced from the initially proposed amount of 2300 ac-ft. This reduction saved the City \$8 million in purchase costs, allowed the City to remain within its bonding capacity, and still allowed the City to provide a secure future water supply during periods of extended drought.

Groundwater Surface Water Interaction: GGI has a detailed understanding of how TWF aquifers are hydrologically connected to the Gallinas River. GGI has mapped the geology from Romeroville to north of the Gallinas River to construct hydrogeologic cross-sections showing where the aquifers intersect the river. We can assist the City to develop strategies to offset groundwater pumping depletion on the Gallinas River surface flows if this topic arises. We work on stream-connected aquifers for numerous clients including but not limited to: Town of Red River, numerous farms and dairies in the Lower Pecos River, Moapa Valley Water District (Muddy River in Nevada), Zuni Pueblo (Zuni River), City of Ruidoso Downs (Rio Ruidoso), Española (Rio Grande, Rio Santa Cruz, Rio Truchas, Rio Chama). We have reviewed subdivision water pumping impacts on Gallinas streamflow that would deplete the river upstream of the City's Gallinas diversion. We understand the importance of conjunctive use between the Gallinas River surface water and TWF groundwater, with groundwater utilized to provide supplemental drinking water for the City during periods of low flow on the Gallinas.

Hydrologic Analysis and Water Rights Litigation Support, City of Jal, Lea County, NM (2015 – present): GGI has evaluated water rights documents for the City of Jal to protect the City's claim to pre-basin rights. Through research of the City's 60-year water rights records and meeting with state agencies, GGI staff was able to uncover Jal's old well field substantiating its pre-basin rights. GGI examined historical documents at the OSE and State Land Office to identify Jal's water usage and wells in the east well field that are located on state lands. GGI is bringing the City into compliance with its State Land Office water easement. We are also working on filing water right declarations for these wells. GGI staff (Drakos, Riesterer, and Hodgins) have presented testimony in depositions regarding new appropriations of water rights in multiple basins and their effect on the City well field. GGI has selected exploratory drilling locations and supervised both exploratory and production well drilling and aquifer testing for the City.

City of Ruidoso Downs, NM (2004 – present): Since 2004, GGI has been assisting the City of Ruidoso Downs with the preparation of applications to obtain new water rights and to combine/commingle existing water rights in the City's



well field that were approved by OSE. GGI evaluated sources of flow to the spring that provides the majority of the City's drinking water and prepared an application to supplement spring flow from the City's well field that was approved by OSE, thereby providing the City with a secure water source for the foreseeable future. The City's water rights have different limitations on pumping depending on flow in the Rio Ruidoso, so GGI designed a water right tracking system for the City to allow pumping of water rights to be optimized during periods of low flow on the Rio Ruidoso and to track against the Roswell Basin's 5-year accounting period.

Rockview Farms (Ponderosa Dairy), Amargosa Valley, NV, (1998 – present): GGI is responsible for all water rights acquisition, strategies for acquisition, and development of 4,400 afy (acre feet per year) of groundwater and one million gallons per day of reuse water in a highly contested basin between Devils Hole and Death Valley. GGI successfully negotiated settlement with the Nevada State Engineer in Ruling 5902 for >1,000 afy of groundwater and successfully negotiated settlements and letters of no further protest with the National Park Service and US Fish and Wildlife Service. GGI also negotiated the location and design of a "settlement monitoring well" to observe water level fluctuations in the shallow alluvial aquifer.

2 – WATER RIGHTS ACCOUNTING AND PURCHASING

City of Las Vegas Water Rights Purchases and Transfers: GGI successfully negotiated purchase and transfer of the Franken water rights under Storrie Project and developed the agreement with Storrie on terms of use and schedule. We negotiated the terms of purchase and successful transfer of the Ernie Quintana water rights that included contracting with a licensed appraiser to establish the fair market value of the Ernie Quintana rights. GGI also evaluated the Dunbar/Duran Water Purchase Agreement, the Piño water rights, and developed an RFP for the City to purchase acequia water rights. We also evaluated a Mora River interbasin transfer location on the Sapello River near Hwy 518. GGI evaluated water rights and diversion restrictions in the Canadian River Basin on the Sapello River at Ruby Ranch (Lake Isabell and Lake David) for inter-basin transfer and developed terms for a potential water supply purchase with TWF neighbor Milliken Ranch. GGI also conducts monthly audits of the City's reservoir storage.

Taos Ski Valley, Village of Taos Ski Valley, NM (1990-present): For the last 34 years, GGI has collected and analyzed meter readings for snow-making diversions and calculates diversion and consumptive use from multiple surface water points of diversion and is responsible for submitting all meter readings to the State Engineer for permit compliance.

City of Española, NM (2003-present): GGI has worked with the City of Española to purchase surface water rights for incorporation into the City's water rights portfolio and has worked with the City to document previous transfers with the Office of the State Engineer. These rights are part of the ongoing adjudication of the Rio Santa Cruz and Rio Truchas stream systems, and the recently completed adjudication of the Chama River, in which proceedings GGI is the City's technical expert. In addition to the adjudication work, GGI works closely with Española to track monthly groundwater diversions – the City provides GGI with monthly meter reports which we QC and submit to the OSE for water right tracking purposes. As part of the QC we confirm that the quantities pumped from wells are in the correct ratios to allow proper blending in the tanks to minimize water quality issues. At the end of each year, GGI works closely with the OSE and the Bureau of Reclamation (BOR) to determine how much of the City's San Juan Chama Project water needs to be released from storage to offset the impacts of groundwater pumping, and we then coordinate with the City, the City's attorneys, the BOR, and other private parties to coordinate the leasing of the City's unused SJCP water in a way the benefits the community while maximizing revenue for the City.

Meter Readings and Water Rights Administration in the Roswell Artesian Basin, NM (2006 – present): GGI tracks diversion and consumptive use and water rights for numerous clients in the Roswell Artesian Basin by collecting weekly and/or monthly water meter readings from commercial and irrigation wells in the shallow and artesian



aquifers, and metered discharges from effluent reuse lagoons. GGI compiles the data into our CAFOWeb™ database, tracks the data along with OSE meter readings, and calculates credited carriage losses and return flow credits to determine water rights used under the 5-year accounting system. The work also includes calculating return flows, recovery of carriage losses, transferring water rights under rigorous State Engineer modeling limitations, and accounting for shallow/artesian combination permits. GGI uses the OSE SKL model to evaluate water rights impacts from transferring artesian and shallow water rights at varying distances from the Pecos River.

3 – GENERAL WATER RESOURCE PLANNING AND MANAGEMENT

The City of Las Vegas contracted GGI to perform ongoing assessment of and produce planning documents for current and future water demands in both the city limits and within the City's extra-territorial zone (ETZ), an area surrounding the city which bounds its jurisdictional extent and includes many areas to which the city provides some services. GGI produced a preliminary report that included results from an initial GIS digitization of the City's water, sewer, and gas infrastructure and an assessment of current and potential future expansion of water and sewer services in the ETZ. The primary product of this effort was a GIS database and a summary table synthesizing the number of parcels within proximity to existing water and sewer lines, categorized based on whether or not they had existing connections to city utilities. After review of this initial effort, the City requested that GGI perform additional analysis to determine potential water demand within City limits if all existing lots were fully developed, thereby allowing a determination to be made of water potentially available in the ETZ. GGI compared existing meter locations to parcel data to determine the potential future water demand within the City of approximately 450 ac-ft/year.

Reservoir Operations: The City's primary source of water is surface water from the Gallinas River that is stored in Bradner, Peterson, and Storrie Reservoirs. GGI has a comprehensive working knowledge of how City diversions from the Gallinas are affected by sediment load during high flow events, especially following the HP/CC fire. When the sediment load is high, the City bypasses the water or diverts it to Storrie Lake until the turbidity clears to preserve the water quality and maximize the usable reservoir storage volume of Bradner and Peterson. We have worked with the City's water system operators to develop delivery schedules to and from the City's storage pool in Storrie through the 2-way 10-inch pipeline. GGI also, as part of the Storrie storage purchase agreement, developed the methodology for accounting the City's evaporative losses from Storrie Lake and provided the City with a spreadsheet that is utilized for monthly evaporative loss calculations. GGI understands that water placed in storage in Storrie is more expensive water to pump and treat than 'primary' Gallinas water and how that must be balanced against the high evaporative loss from Storrie Lake.

GGI has provided post HP/CC fire project management support, overseeing the design assessment and preliminary engineering designs phase for the proposed sediment removal plants, replacement of the water treatment plant and upgrades to the Wastewater treatment plant. GGI conducted reservoir bathymetric analyses following both the HP/CC fire and major flood events in 2022 and 2024. These bathymetry analyses were critical for identifying sediment influx and storage resource loss in the city's reservoirs. In addition to the bathymetry surveys, GGI conducted UAV (drone) surveys of the reservoirs and other critical infrastructure (diversion, sedimentation basin, skating pond, etc.) to document the effects of the HP/CC fire and provide support for FEMA funding requests. GGI now has the technology to offer UAV LiDAR surveys that can offer sub-centimeter accuracies for closely tracking post-fire changes to infrastructure.

Water Supply Appraisal Report, Nye County Water District, NV (2012-2013): GGI was retained by the Water District to analyze domestic, municipal, and industrial water supply problems, needs and opportunities for 26 community and/or utility scale water systems in Nye County. The appraisal investigation included a preliminary assessment of alternatives to address the identified water supply problems, identification of perennial yields in eight basins, future water supply and water right needs, and a study to determine if there were viable alternatives that

warranted a more detailed investigation through a feasibility study. GGI evaluated the quantity and quality of existing water resources in the County, identified existing and projected demands, and determined the infrastructure required to continue to serve existing and the projected population growth in Nye County. The investigation involved all community water systems operating within Nye County, and an investigation of the water rights, water supply and water quality in each basin containing a community water system. GGI identified potential funding sources for publicly and privately owned water systems to finance improvements. The results of the appraisal investigation will be used to update the Nye County Water Resource Plan and Water Management Plan in key hydrographic basins within the County.

Moapa Valley Water District Order 1169 Settlement and Compliance (2011-present): As part of a negotiated stipulated agreement between the District, Southern Nevada Water Authority, US Fish and Wildlife Service, US National Park Service and private entities, GGI annually analyzes pumping data, spring flow data, and ground water levels to assess pumping impacts on stream and spring flow for endangered Moapa Dace habitat.

4 - SERVING AS A TECHNICAL EXPERT IN WATER RIGHTS HEARINGS

Technical Experts in Water Rights Hearings (1981-present): GGI staff have testified numerous times in water rights hearings, court proceedings, rulemaking hearing and adjudicatory proceedings. GGI staff have been qualified as expert witnesses in geology, hydrology, geohydrology, water rights, structural geology, geomorphology, domestic wells, contaminant fate and transport, regulatory and enforcement interpretation and application, water resource and wastewater planning and management. Since September of 2019, GGI staff (Lazarus, Drakos, Riesterer, Hodgins, and Goble) have all presented expert testimony, either at hearing or in depositions, in geology, hydrology, water rights, groundwater modeling, water resource management, and remote sensing in protested water rights applications in New Mexico (OSE administrative proceedings and State District Court proceedings) and in a Nevada State Engineer 14-day regulatory hearing.

Gallinas River Adjudication: GGI staff have worked with the City's water attorneys on various aspects of the City's Gallinas River water rights and Taylor Well Field water rights. We worked with the City and its attorneys for 15 years to adjudicate the City's Pueblo water rights claim, which resulted in the City obtaining a senior (1835) priority date for 1,200 ac-ft of Gallinas rights. Mr. Lazarus testified in the Gallinas adjudication on the Taylor Well Field water rights and well capacity. GGI provided water rights and irrigated lands research to the City's attorneys that supported the City's successful defense against inter se challenges to the City's water rights. Mr. Lazarus served as the Co-chair of the Gallinas River Technical Committee, participated in meetings with the Special Master, and Mr. Riesterer negotiated proposed settlements with the acequias and Storrie Project, and analyzed Gallinas Stream flows, historical water supply, and reservoir storage requirements in support of these efforts.

5 - 40-YEAR WATER PLANNING PREPARATION

City of Las Vegas 40-yr Plan: Municipalities in New Mexico are allowed to preserve their water rights unused for up to 40-years, if they demonstrate to the OSE that there is a future need for the water rights, as documented through preparation of a 40-year Water Development Plan (commonly referred to as the 40-year plan). GGI worked with City staff to determine current and projected water use using metered sales data, water plant production data, and the OSE's gallons per capita day (GPCD) calculator. These data were combined with population projections based on UNM projections, Interstate Stream Commission (ISC) projections, and historic City growth rates to estimate a range of possible population growth and future water demand. These data provided the basis for preparation and submittal of a 40-year plan that shows the City's need to maintain 100% of its Gallinas and Taylor Well field rights. The plan was approved by the OSE in 2020, with a recommendation that updates be provided every ten years. GGI has prepared, or is currently in the process of preparing, 40-year water development plans and updates for the City of Jal, Town of Red River, and the City of Española.



City of Las Vegas Water Conservation Plan: As a condition of approval of the City's application for an additional point of diversion, OSE required that the City submit and obtain approval for a Water Conservation Plan. GGI worked with City staff to document the City's extremely effective conservation measures that have been implemented since 2010. The conservation plan highlighted meter and line replacement programs, City ordinances, implementation of a tiered water rate structure, education and outreach programs, and other measures that have reduced per capita water use. GGI worked with the City to utilize the American Water Works Association's (AWWA) water audit software to identify non-revenue water losses and areas for future system improvements. Much of the information in the plan was incorporated in the 40-year plan described previously. The water conservation plan was approved by OSE in 2020.

Extraterritorial Zone (ETZ) Water Use and Return Flow Analysis: GGI developed a GIS database of City water and sewer infrastructure and analyzed maximum potential quantity of water that could be delivered to customers within the City's ETZ and potential for associated return flow credits for effluent returned through the City's water treatment systems. The City currently has water infrastructure that spans much of the ETZ, an area more than twice the size of the current city limits, and already serves multiple developments within the ETZ. Undeveloped and privately served lots in the ETZ represent a large potential future water demand for the City's system. To account for potential future water demand on the City's system, GGI analyzed the maximum development potential of current properties within the ETZ and within reasonable development distance to the existing infrastructure. This study provides supporting data for estimates of potential future demand put forth in the 40-year plan by utilizing a geospatial analysis of the available water and sewer infrastructure.

Water Resource Plan, Moapa Valley Water District, NV (2014 - current): GGI was responsible for preparing the 50-Year Water Resource Plan, as required by the Nevada State Engineer, to put more than 22,000 ac of groundwater to beneficial use. GGI is also responsible for future water use projections based on conservation and zoning criteria, locating wells for future groundwater development within Order 1169 criteria, and evaluating how administration of five previously separately administered basins that contribute flow to Lake Mead will be administered as a single basin for future groundwater and surface water management.

6 - UPPER GALLINAS STREAM FORECASTING AND DIVERSION MODELING

GGI has worked closely with City staff, state administrators, and other water users on the Upper Gallinas River to develop cooperative water sharing agreements within the framework of the OSE's Active Water Resource Management (AWRM) policies. To inform and guide the City's decision-making process, GGI developed a stream flow routing model to evaluate potential impacts of various AWRM scenarios. The model was built utilizing historic Gallinas River flow data, which start in 1926, and is constructed to allow adjustments to anticipated flow to account for various climate change scenarios and/or normal variations in annual flow caused by natural variability. Reservoir storage from Bradner, Peterson, and Storrie Lake reservoirs are included and can be modified as improvements are made to the reservoir features that increase their storage capacity. Using the model to examine potential outcomes of various proposed AWRM scenarios allowed GGI to provide the City with recommendations for scenarios that would be most beneficial to the City and downstream users within the AWRM framework. This provided the City with the data needed to support its position in advocating for the most beneficial outcome in negotiation sessions with the OSE and other River users.

In addition to being used to guide the City's position in AWRM discussions, the model was used to inform the City on the potential benefits of purchasing additional storage space in Storrie Lake. By changing the amount of Storage available to the City in Storrie Lake within the model, and then evaluating various stream flow scenarios (normal flows vs. extended drought) GGI was able to provide the City with information showing that increasing storage in Storrie Lake would provide the City with additional water security up to a storage amount of approximately 850 ac-

ft per year. Above that amount, the model indicated that minimal additional security would be provided during extended drought periods.

7 – ANALYZE DATA ON ENVIRONMENTAL IMPACTS OF POLLUTION, EROSION, AND DROUGHT.

GGI performs regular environmental assessment of contaminated sites including initial investigation through cleanup oversight. GGI staff are often retained as either consulting or testifying experts in environmental litigation. On a quarterly basis, GGI analyzes water quality data from more than 250 ground water monitoring wells in New Mexico, resulting in entering and conducting Quality Assurance/Quality Control (QA/QC) on more than 5,000 individual data entries. GGI has worked with the City of Las Vegas Utilities Department to evaluate hydrocarbon contamination at the “Trisite” site and hydrocarbon, chloride, and chlorinated solvents at the NM Dept. of Transportation yard, with the intent of determining the appropriate amount of water rights to lease for remediation of these sites.

Buckman Direct Diversion, 2018-present – GGI is the lead environmental consultant to the Buckman Direct Diversion, a joint Santa Fe City/Santa Fe County surface water diversion from the Rio Grande immediately downstream from Los Alamos Canyon. GGI conducts surface water sampling, analyzes and conducted QA/QC on water quality samples (heavy metals, radionuclides) from the water treatment plant internal processes and Los Alamos Canyon and designed a Treatment Efficiency and Removal testing program for the BDD facility.

Moapa Valley Water District, Nevada DWR Order 1303 Hearing, 2019 – Representing the Moapa Valley Water District in a Nevada State Engineer regulatory hearing, Mr. Lazarus, with the support of Messrs. Riesterer and others, presented expert testimony on effects of drought on long term spring discharges and ground water levels over a 1,000 mile² fractured bedrock ground water basin. GGI compared the discharge and water level data to the Palmer Drought Severity Index to analyze temporal effects of drought.

8 – ANALYZE AND REPORT ON SNOW LEVELS

The Wesner Springs snow telemetry (SNOTEL) site has been online since 1988, providing a continuous record of precipitation, temperature, and snowfall (including snow-water equivalent) over the past 32 years. Because the Wesner Springs site is located in the Sangre de Cristo mountains west of Las Vegas, near the headwaters of the Gallinas River, the data can be used to forecast anticipated runoff and streamflow for the next water year. Since 2021, GGI has analyzed precipitation and snow water equivalent (SWE) data from the Wesner Spring site, in combination with historic Gallinas flows, runoff forecasts from the Natural Resource Conservation Service (NRCS), and temperature and precipitation forecasts from the National Oceanic and Atmospheric Administration (NOAA), to develop estimates of Gallinas River spring runoff flows. The forecasted flow estimate is then incorporated into the AWRM model previously described that GGI developed for the City to estimate how much water may be available to the City for diversion based on the combination of flows and limitations on diversion imposed by the OSE’s shortage sharing rotation schedule. Monthly reports are provided to the City beginning in February that include estimated reservoir levels and recommendations for reservoir management strategies to maximize reservoir storage.

In 2018-2019 GGI analyzed snowpack and snow water equivalent data from the Powderhorn SNOTEL site, in combination with stream flow gaging measurements, to determine base flow in the Lake Fork of the Rio Hondo and estimate snowmaking water availability for Taos Ski Valley based on the prior year’s snowpack.

9 – ANALYZE AND REPORT ON WELL FIELD LEVELS

Taylor Well Field: GGI prepared the first comprehensive study of the Taylor Well Field (TWF) and has conducted pumping tests on Taylor Well (TW) No. 4, TW5, and TW6 to assess long-term well field production, pumping effects

on other wells, and calculate well efficiencies. GGI has measured water levels in over 100 wells in the Las Vegas Basin from the TWF to Romeroville to establish groundwater flow direction and baseline water levels and established the degree of interconnection between TWF wells. In 2017, GGI compiled water level transducer data and evaluated water level trends in the TWF wells (wells 2R, 4, 5, and 7). GGI's analysis noted a discrepancy in the water levels being recorded in Taylor Well No. 4 (TW-4, the primary production well in the TWF) that suggested the static water level in the well was between 170 and 200 ft below ground surface which, if correct, meant the upper portion of the aquifer had been permanently dewatered as a result of pumping prior to 2013 when the well was last pumped at a high rate. A detailed analysis of the data indicated that this was likely incorrect, and that there was a problem with how the water level data were being measured. GGI worked closely with City personnel to troubleshoot the compressor and datalogger that were being utilized to collect water levels in TW-4 and found that the compressor was unable to provide enough pressure to collect accurate water levels when the water level rose higher than approximately 170 ft below ground. Utilizing the information provided by GGI, City staff were able to modify the compressor to increase the pressure and allow accurate measurement of shallow water levels, and results showed that water level in TW-4 was approximately 84 ft below ground surface. Recognition and correction of the error in water level reported for TW-4, which resulted from GGI's in depth analysis of water level data, significantly changes the City's prospects for being able to utilize the well field during times of surface water shortages and shows that water levels in the well field do recover, if slowly, after periods of significant pumping.

GGI has worked closely with City staff and the City's pump contractor to collect water level data and test the wells so they can be brought back into service. Our analysis of historic pumping and water level data has shown that extensive pumping of the wells will result in significant water level declines. It is critical that the wells be available to supplement surface water during periods of low flow or if, due to fire and/or catastrophic flooding, the reservoirs are unavailable. To ensure that the well field can be operated in a way that meets emergency system demand, while also preserving the aquifer, it is critical that the City have access to water level data from the well field. If authorized by the City, GGI will install transducers and telemetry to provide the real-time remote access needed for optimal well-field management.

OSE Water Level Monitoring Program (2008 – 2016): GGI has collected and reported annual water levels from within the OSE's monitoring networks in the Santa Fe Basin and the Curry-Portales Basins. GGI measured water levels in the OSE's specified well network using OSE and United States Geological Survey Standard Operating Procedures for water level measurements and inputs these data into a standardized OSE data reporting format.

10 - ANALYZE AND REPORT ON WATER SALES AND WATER LOSS

GGI has assisted multiple clients, including the City of Las Vegas, with utilizing the American Water Works Association's (AWWA) water audit software to assess water sales and water losses. For the City of Las Vegas, GGI worked with City personnel to obtain metered water use and billing data for residential and commercial connections and compiled these data to calculate annual metered sales. The AWWA water audit software was then utilized to compare metered sales to metered diversions to assess non-revenue water losses and identify indicators of areas for improvement in system operations. The AWWA water assessment was incorporated into the Water Conservation and 40-year Water Development Plans prepared for the City by GGI that were approved by the OSE in 2020. Ongoing and completed meter and line replacement projects undertaken by the City have been implemented to address water loss and non-revenue water issues.

11 – ANALYZE FLOW CONDITIONS AND DATA

Surface water flows in the Gallinas River represent the primary source of drinking water for the City of Las Vegas. The Active Water Resource Management (AWRM) methodology used by the Gallinas River Water Master to allocate surface diversions from the Gallinas River during periods of low flow ('shortage sharing') is predicated on real-time interpretation of stream flow data. Certain 'trigger levels' are set on an annual basis by the OSE that

determine how much water the City can divert at any given time during periods of low flow. It is therefore important for the City to have access to real-time stream flow data and a clear understanding of what diversions are allowed under specified flow conditions. GGI has worked on behalf of the City and other clients with collection and analysis of data from both the OSE's Real Time Water Measurement Information System, which reports both stream and acequia flows, and the U.S. Geological Survey's gages on the Gallinas River. We have worked closely with the City in negotiations with the Gallinas River Water Master and the acequias to develop annual shortage sharing agreements and have a clear understanding of how the City's ability to divert water is affected by real-time flows in the Gallinas. This familiarity allows us to assist the City in interpreting the AWRM rules and incorporating real-time stream flow data into water system operation decisions.

12 – DISCHARGE PERMITS APPLICATIONS

GGI manages Ground Water Discharge Permit compliance for more than 45 discharge permit holders in multiple States. We routinely prepare applications for new discharges, renewals, modifications, and amendments for commercial, agricultural, municipal, and other discharges. Under the Discharge permits, GGI prepares Abatement Plans and Corrective Action Plans for characterization and remediation of contaminated waters. GGI manages NPDES permits for discharges to surface waters for multiple municipalities.

Wastewater Reuse: GGI successfully prepared Discharge Permit amendments for reuse of the City's treated municipal sewage effluent and participated in discussions with McAllister Lake Wildlife Refuge to trade treated effluent for portions of the Federal allotment of Storrie Project water. GGI prepared the 2022 wastewater treatment plant and 2023 water treatment plant NPDES renewal for the City and has conducted compliance sampling when required.

13 – PROVIDE INFORMATION NEEDED FOR WATER PROJECTS RELATED TO EFFLUENT, NON-POTABLE, AND POTABLE WATER.

GGI has analyzed the City's wastewater treatment plant discharge data for compliance with State Engineer return flow conditions of approval and NPDES permit compliance. We manage effluent reuse for more than 35 dairies with an estimated total effluent discharge exceeding 4 million gallons per day (MGD). We created and patented CAFOWeb™ to track effluent discharges from dairies, food processors and municipal sewage treatment plants.

14 – PROVIDE DOCUMENTATION TO CITY OF LAS VEGAS UTILITIES DIVISION. RETAIN RECORDS FOR EACH 5-YEAR PERIOD (COMBINED WITH NO. 15)

15 – PREPARE WRITTEN REPORTS AND PRESENTATIONS OF THEIR FINDINGS

For projects conducted for the City of Las Vegas, GGI has provided the City with written reports. Depending on the scope of the projects, the reports range from short letter reports to detailed technical documents comprising detailed narrative, data analyses, and interpretations. Reports are provided in hard copy and electronically in the format requested by the City. Both electronic backups and hard copies of all reports are retained in GGI's office and in off-site archives for a minimum of five years.

16 - PROVIDE OTHER HYDROLOGIST CONSULTING SERVICES AS NEEDED

GGI has conducted hydrologic investigations on local and regional scales throughout New Mexico and the Western U.S for more than 45 years. We provide water rights, geologic, and hydrologic consulting services to a broad range of clients including those in the public sector (City, County, State, Federal, and Tribal) and in the private sector. The experience we have gained in these broadly varying projects in a variety of jurisdictional settings has allowed us to provide the City of Las Vegas with outstanding service during our tenure as hydrologic consultants. A brief listing of

hydrology consulting services we have provided to the City of Las Vegas that are not encapsulated in the previous sections is provided below. While not inclusive of all of the services GGI and GZA can provide, it demonstrates our ability to provide a wide range of hydrology and related consulting services.

1. Sediment characterization and sampling – following the HP/CC fire and the subsequent flooding event that resulted in sediment entering Peterson Reservoir in July, 2022, GGI characterized the thickness and extent of post-fire sediment deposited in Peterson Reservoir as a result of flooding. Samples of post-fire sediment (ash/muck layer) were collected and analyzed for potential contaminants of concern and compared to analyses of underlying pre-fire sediments identified and collected by GGI. Results of the sample analysis showed that the post-fire sediment deposited in Peterson Reservoir as a result of the July, 2022 flood event did not meet the requirements for a Toxicity Characteristic Leaching Procedure (TCLP) analysis and therefore were not considered to pose a hazard. Results of the sediment sampling and testing program were provided to the City in report form.
2. Stream and precipitation gage siting – GGI utilized soil burn severity maps produced by the US Forest Service (USFS) and debris flow probability maps generated by the US Geologic Survey (USGS) to identify locations where it would be most advantageous to the City to have precipitation and stream flood stage gages installed to provide maximum early warning to the City of potential flood events caused by precipitation on the HP/CC burn scar. GGI went to the selected locations with USGS staff to field verify the locations and coordinated access and installation of the gages and remote telemetry with the USGS. A total of seven early warning gages have been installed, and GGI monitors the gages during monsoon season to notify the City if potentially hazardous rainfall events are seen in the gages. After several floods occurred during the 2022 monsoon season, GGI analyzed the data from the gages and provided the City with a report summarizing the lag time from when storm events were observed in the watershed and when the high flows reached the City's diversion structure. Results of that study were provided to the City as a technical memorandum.
3. Analysis of potential post-fire impacts on the City's water system – Immediately after the HPCC fire, the City requested that GGI summarize available literature on the potential water quality hazards associated with post-fire conditions. GGI prepared a technical memorandum summarizing the literature search which addressed a range of issues including 1) plugging of reservoir outlets, 2) sediment loading of surface waters, 3) physical and chemical properties of ash, 4) potential impacts on irrigation water, 5) potential impacts to livestock, 6) potential impacts to fish, 7) water quality standards at Storrie Lake, 8) potential impacts to state park visitors, 9) potential impacts to migratory waterfowl, and 10) potential for debris flows.
4. Assessment of potential alternative water sources – At the request of the City, GGI prepared a report that identified and provided a preliminary feasibility assessment of a wide range of potential water sources that could be further investigated by the City as viable mechanisms to replace Gallinas River water should it be unavailable as a result of the HP/CC fire. The report identified immediate action (<90 day), short term (<1 year), and intermediate to long term (1-5+ year) time horizon projects. The report was revisited in 2024 with additional project analysis undertaken at the direction of City staff, and an updated list of potential projects and preliminary project rankings has been provided to the City.
5. Project coordination for water treatment needs following the HP/CC fire – GGI worked on behalf of the City and provided project management and coordination services to oversee the assessment and development of multiple water treatment options. This included assessment of the city's water and wastewater treatment needs, determination of applicable technology and oversight of the development of preliminary engineering reports.
6. UAV (drone) and bathymetry investigations – GGI has provided the City with post-fire and post-flood UAV imagery and bathymetry surveys from multiple dates. To date, this work product has been valuable as high resolution orthoimagery, and digital elevation models (DEMs) constructed from the orthoimagery.



GGI/GZA has recently acquired an RTK compatible UAV equipped for collection of LiDAR data that allows for sub-centimeter scale elevation mapping, DEM construction, and 3D modeling. GGI has recently utilized this equipment on a project for the NM Interstate Stream Commission, and the technology may be very useful for the City on a variety of projects, such as documenting sediment migration and getting extremely accurate volumetric data from Peterson Reservoir when it is reconstructed.

REFERENCES

Elijah Mares, Public Works Director, City of Española (505) 747-6185
Steven Aldrige, Mayor, City of Jal (575) 395-3340 ext. 228
Loren Panteah, Director, Zuni Pueblo Conservation Project, (505)782-5851
Joseph Davis, General Manager, Moapa Valley Water District (NV), (702) 397-6893
Frank Scott, Pecos Bureau Chief, NM Interstate Stream Commission (505) 396-1997

SECTION F – DOCUMENTATION

Key staff qualifications are outlined in Section B above. Staff license numbers and state of certification are provided below, and copies of licenses will be provided upon request. Similarly, full resumes are not included here due to page limitations; full resumes for any staff members are available at glorietageo.com or will be provided upon request.

Paul Drakos: Professional Geologist (AZ #61357, TX #10412, WA #3044, WY #3422)
Jim Riesterer: Professional Geologist (AZ #50912, TX #10244, WA #3034, WY #3540)
Larry Pierce: Registered Geologist (MO #179)
Josh Simpson: Professional Geologist (NH # 894 and NY #000238)
Dane Goble: Certified Nutrient Management Specialist (TX #201405), FAA Certificate: # 4600226 for Unmanned Aerial Vehicle (UAV) Pilot License

SECTION G – FINANCIAL – CREDIT RATING

See Credit Rating Letter on following page.

SECTION H – ADDITIONAL INFORMATION

State Purchasing Resident Certification No: L1944149808

SECTION I – CONTRACTORS BONDS

No construction services are requested; therefore, a performance bond is not applicable.



September 11, 2024

Re: Bank Reference Letter for GZA GeoEnvironmental, Inc.

GZA GeoEnvironmental, Inc. has been a customer of KeyBank since January 2001. They have various deposit accounts with the bank averaging in the millions.

They are an exceptional long-term customer and all deposits and loans have been handled in a satisfactory manner.

Thank you,

A handwritten signature in black ink that reads "Jonathan A. Vogt". The signature is written in a cursive style.

Jonathan A. Vogt

Senior Vice President | Senior Relationship Manager

KeyBank | Commercial Bank

225 Franklin Street, 16th Floor

Boston, MA 02110

Mobile: 781-710-7372

Office : 617-316-6687

[Jonathan A Vogt@KeyBank.com](mailto:Jonathan_A_Vogt@KeyBank.com)

KeyBank 
Opens Doors.

SCORING MATRIX

RFP # 2025-07 Professional Consulting Services for Hydrologist

	Glorieta Geoscience	Vendor	Vendor	Vendor	Vendor
1. Specialized Services as defined in the Scope of Work 30 points	<u>Evaluator #1---28</u> <u>Evaluator #2---30</u> <u>Evaluator #3---30</u> <u>Evaluator #4---30</u> <u>Evaluator #5---30</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
2. Capacity and Capability 15 points	<u>Evaluator #1---15</u> <u>Evaluator #2---15</u> <u>Evaluator #3---15</u> <u>Evaluator #4---15</u> <u>Evaluator #5---15</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
3. Past Record and Performance 15 Points	<u>Evaluator #1---15</u> <u>Evaluator #2---15</u> <u>Evaluator #3---15</u> <u>Evaluator #4---15</u> <u>Evaluator #5---15</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
4. Familiarity with City of Las Vegas and related services 20 Points	<u>Evaluator #1---20</u> <u>Evaluator #2---20</u> <u>Evaluator #3---20</u> <u>Evaluator #4---20</u> <u>Evaluator #5---20</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	<u>Evaluator #1---10</u> <u>Evaluator #2---10</u> <u>Evaluator #3---10</u> <u>Evaluator #4---10</u> <u>Evaluator #5---10</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
6. Resident/Veterans 10 Points	<u>Evaluator #1---5</u> <u>Evaluator #2---5</u> <u>Evaluator #3---5</u> <u>Evaluator #4---5</u> <u>Evaluator #5---5</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
Totals					
	<u>Evaluator #1--93</u> <u>Evaluator #2--95</u> <u>Evaluator #3--95</u> <u>Evaluator #4--95</u> <u>Evaluator #5--95</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
	94.6%				



Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed:

[Signature]
FOR Tim MONTGOMERY
Tim Montgomery, City Manager

11/19/24
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: November 19, 2024

Department Submitting: Utilities Project Management

Submitter: Adrian Allemand

Documents to be reviewed: Hydrologist Contract

Deadline: asap

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval)*: _____

1 Changes: added language p 24 Date: 11/22/2024
[Signature] 11/22/2024
Attorney Review Date

Approved / Disapproved: *(Reason for Disapproval)*: _____

2 [Signature] 11/22/24
Finance Director Date

Approved Disapproved: *(Reason for Disapproval)*: _____

3 [Signature] 12/02/2024
Tim Montgomery, City Manager Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND GLORIETA GEOSCIENCE

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 Glorieta Geoscience (“Contractor”), of 1723 Second Street Santa Fe, NM 87505 on this _____ day of December 2024 (“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 Contractor 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:

1. Services related to water rights and hydrology.
2. Water rights accounting and purchasing.
3. General water resource planning and management.
4. Serving as a technical expert in water rights hearings.
5. 40 year water planning preparation.
6. Upper Gallinas stream forecasting and diversion modeling.
7. Analyze data on environmental impacts of pollution, erosion, and drought.
8. Analyze / report on snow levels.
9. Analyze / report on well field levels.
10. Analyze / report on water sales and water loss.
11. Analyze flow conditions and data.

12. Discharge permits applications.
 13. Provide information needed for water projects related to effluent, non-potable and potable water.
 14. Provide documentation to City of Las Vegas Utilities Division. Retain records for each 5 year period.
 15. Prepare written reports and presentations of their findings.
- 2. COMPENSATION:** Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.
- A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule
 - B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).
 - C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.
 - D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all

such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS
Approved By:

CONTRACTOR:
Glorieta Geoscience

Tim Montgomery, City Manager

Signature

Attest:

Printed Name: _____

Casandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:

Attorney

**“ATTACHMENT “A”
Glorieta Geoscience Rate Schedule**

City of Las Vegas

Opening No. 2025-07

Professional Consulting Services for Hydrologist

Glorieta Geoscience Rate Schedule

Labor Category	Hourly Rate
Senior Principal	320
Principal	295
Associate Principal	250
Senior Consultant	225
Senior Project Manager	215
Project Manager	195
Technical Specialist	195
Construction Project Manager	190
Senior Construction Project Manager	220
Construction Manager I	190
Assistant Project Manager	160
Scientist I	145
Engineer I	145
Scientist II	125
Engineer II	130
Engineering Technician	130
Field Technician	95
Senior Administrator	80
Administrative Assistant	75

Office Expenses	10% labor
Subcontractors and other direct expenses	Cost + 15%

MEASURING EQUIPMENT	UNIT	QUANTITY	COST
500 Ft. Steel Tape	Days		\$100.00
Conductivity/ph/Temp. Meter	Days		\$125.00
Turbidimeter	Days		\$85.00
DO Meter	Days		\$85.00
ORP Multimeter	Days		\$150.00
Sounder	Days		\$100.00
Transducer	Days		\$125.00
Barologger	Days		\$50.00
Flume	Days		\$75.00
SAMPLING EQUIPMENT			
Bailers (3' X 1.5")	Each		\$15.00
Bailers (4' X 1.5")	Each		\$18.00
Stainless Steel Pump & Control	Days		\$150.00
RF2 Pump & Control	Days		\$150.00
MISCELLANEOUS EQUIPMENT			
Core boxes	Each		\$10.00
Hand Auger	Days		\$50.00
Mileage	Miles		\$0.75
Travel Expense	Cost		
Increment Borer	Days		\$50.00
Sample Trays	Each		\$20.00
Field Trailer Rental	Days		\$125.00
Generator	Days		\$150.00
PowerPoint Projector	Days		\$100.00
4 Wheel Drive Vehicle	Days		\$75.00
Daily Pumping Test	Days		\$875.00
Miscellaneous Field Expense	Cost		
Flight	Cost		
Lodging	Cost		
Rental Vehicle	Cost		



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

Meeting Date: December 10, 2024

Date Submitted: 12/02/24

Department: Utilities

Item/Topic: Approval to award and enter into contract for RFP #2025-09 for on call maintenance and repairs to the UV System to Kingdom Technology Services.

Advertised: 09/13/24: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 10/03/24

Number of Proposers: 2 – Kingdom Technology Services
Ballew Concrete

Fiscal Impact: Paid for through budgeted City funding.

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix, draft contract.

Committee Recommendation: This item will be discussed at the December 10, 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 _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 pm, Oct 2, 2024, at the City Council Chambers, 905 12th Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ON CALL UV SYSTEM MAINTENANCE & REPAIRS

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 Street, Las Vegas, New Mexico 87701; with the envelope marked **ON CALL UV SYSTEM MAINTENANCE & REPAIRS** Opening No. 2025-09; 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,



Tim Montgomery, City Manager



Attorney



Cassandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2025-

Date Issued: 9/12/2004

Published: Las Vegas Optic 9/13/2004, 2024

Albuquerque Journal 9/13/2004, 2024

www.lasvegasnm.gov 9/13/2004, 2024

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **ON CALL UV SYSTEM MAINTENACE & REPAIRS**
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: _____

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: Oct 3, 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 KICK-BACK:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to 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.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR ON CALL UV SYSTEM MAINTENANCE & REPAIRS

The City of Las Vegas, New Mexico is requesting proposals for **ON CALL UV SYSTEM MAINTENANCE & REPAIRS** for City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform Professional on call UV System Repairs & Maintenance on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor 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) Repair and or replace all components with the UV System.
- B) Address any or all issues with the AB system Control unit PLC, communication between logic controller & bank controllers.
- C) Conduct all maintenance & repairs to ensure the UV System is working properly.
 - 1) Semi Annual Task Include- inspecting, assessing, replacing bulbs, ballasts, mother boards, relays, and other associated electrical equipment. Inspecting the condition on door seals on the SCC, PDC, and HSC, to ensure no moisture is present and replace seals if any signs of cracks, compression, or damage.
 - 2) Annual Task Include- replacing the hydraulic fluid, filter, PLC CPU Battery, and etc.
 - 3) At 12,000 hour interval- check the HSC Pressure is within range. Inspect for hydraulic leaks. Inspect the module hydraulic hoses for damage. Replace any or all damaged hydraulic hoses.
 - 4) Replace lamps and sleeve O-ring seals every 12,000 hours.
 - 5) Replace module enclosure desiccant packs and wiper seals.

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.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. 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 Street, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **ON CALL UV SYSTEM MAINTENANCE & REPAIRS**

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 Services as defined in the scope of work**– Offeror’s personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror’s willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** - Offeror’s familiarity with the area the project may be located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

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 **Utilities 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. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. 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 at least five (5) 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.
- e. 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.

- f. 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.
- g. 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. *Assignability*: 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 905 12th Street, 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 Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	



Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**

Tim Montgomery, City Manager

11/12/2024
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: November 6, 2024

Department Submitting: Utilities Project Management

Submitter: Travis

Documents to be reviewed: RFP- On call UV System Maintenance Contract

Deadline: **asap**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

Changes: _____ Date: _____

1

Attorney Review

11/18/2024
Date

Approved / Disapproved: *(Reason for Disapproval):* _____

2

Finance Director

11-19-24
Date

Approved / Disapproved: *(Reason for Disapproval):* _____

3

Tim Montgomery, City Manager

11/19/24
Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

****This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.***

CITY OF LAS VEGAS
BID OPENING

DATE: 23-Oct-24

OPENING NO.: 2025-09

TIME: 1:30 PM

LOCATION: 905 12th Street
Las Vegas NM 87701

ITEM(S): On Call UV System Maintenance & Repairs

	RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
1	<i>Kingdom Technology Services</i>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2						
3	<i>Ballew Concrete</i>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4						
5						
6						
7						
8						

COMPANY REPRESENTATIVE

COMPANY NAME

1
2
3
4
5
6

Adrian Atkinson
George Allen

CLV PM
Advertising

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

SUBMITTED BY:

Adrian Atkinson

DATE: 10/23/24

DATE: _____

September 25, 2024

Re: Request for Proposals – “ON CALL UV SYSTEM MAINTENANCE & REPAIRS”

In response to this request, we are including all requested information.

- ✓ Service Proposal
- ✓ Notarized Offeror Information
- ✓ Federal Tax ID, 83-1717505 (document included)
- ✓ Campaign Contribution Disclosure Form (document included and signed)
- ✓ Insurance Accord
- ✓ Personnel Experience (document included)
- ✓ Experience and Reference List (document included)
- ✓ Documentation – we included a prior service report at your site
- ✓ Contractors Bonds – we did not see this as a requirement for the RFP, however we can issue a Bond as needed.

Proposal for:	Las Vegas, NM WWTP	Date	09/25/2024
	1700 N Grand Ave.	Proposal #	7784
	Las Vegas, NM 87701	Valid until	09/25/2025
	jon.page@smaoperations.com	Terms:	Net 30
Sales Person	505-394-6189	Lead Time:	2-4 weeks ARO
	Troy Smith	FOB:	Houston, TX
	PO Number	Ship Via:	Freight

UV System On-site Service

This service proposal is to establish parameters to keep the system running and maintain proper performance.

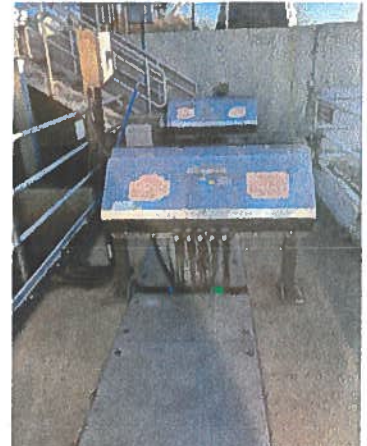
This is a on-call service agreement based on a semi- annual request

The services for your system are designed for:

Las Vegas NM UV System known as Trojan 3000+

This system includes:

- 1 channel of water flow
- 2 Banks of UV Modules
- 5 Modules per Bank
- 6 Lamps per Module
- 60 Total Lamps



Schedule of services requested and proposed

Semi Annual: Inspection, Service, replacement of (as-needed)

- Lamps / Quartz / Seals
- Electrical components
- Door seal and moisture
- Hydraulic fluid level and pressure

Annual

- Hydraulic service to include filter and oil replacement
- PLC CPU Battery change
- Wiper system pressure and seal testing
- Desiccant pack replacement
- HSC Pressure test

12000 hour interval

- Lamp replacement
- Quartz and seal replacement

PRICING

This is a labor only proposal, parts are not included

Qty	Item	Unit Price - U.S.	Total Price - U.S.
2	Onsite Service (each trip will be 2 days minimum) Travel included, no separate fee	\$3650.00	\$7300.00
	Parts – quoted separately	n/a	n/a
		Total:	\$7,300.00

PROPOSAL VALID FOR 30 days Please reference Kingdom Proposal Number on all Purchase Orders and correspondence. Thank you for this opportunity to serve your needs.

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, Oct 2, 2024, at the City Council Chambers, 905 12th Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ON CALL UV SYSTEM MAINTENACE & REPAIRS

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 Street, Las Vegas, New Mexico 87701; with the envelope marked **ON CALL UV SYSTEM MAINTENACE & REPAIRS** Opening No. 2025-09; 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,



Tim Montgomery, City Manager



Attorney



Cassandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2025-

Date Issued: 9/12/2004

Published: Las Vegas Optic _____, 2024

Albuquerque Journal _____, 2024

www.lasvegasnm.gov _____, 2024

OFFEROR INFORMATION

OFFEROR: Kingdom Technology Services, LLC

AUTHORIZED AGENT: Troy Smith

ADDRESS: 16001 State Highway 249 Houston, TX 77086

TELEPHONE NUMBER 832 248 4229 or 877-321-2477

FAX NUMBER () _____

DELIVERY: email: troy@kts247.com

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **ON CALL UV SYSTEM MAINTENACE & REPAIRS**
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 Texas }

COUNTY OF Harris }

I, Troy Smith 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

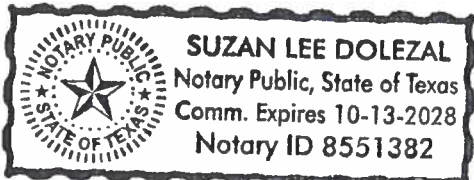
Subscribed and sworn to before me, this 13th day of September, 2004.

(SEAL)

Suzan Lee Dolezal

Notary Public Signature

My Commission Expires: 10/12/2028



NON-COLLUSION:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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: 83-1717505

SOCIAL SECURITY NUMBER: _____

“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.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: NA

Relation to Prospective Contractor: NA

Date Contribution(s) Made: NA

NA

Amount(s) of Contribution(s) NA

Nature of Contribution(s) NA

Purpose of Contribution(s) NA

(Attach extra pages if necessary)

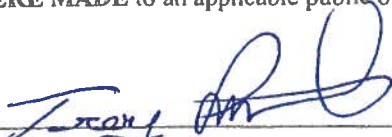
Signature

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

9-13-2024
Date

President
Title (Position)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance One of Texas, LLC 245 Commerce Green #110 Sugar Land TX 77478-3758		CONTACT NAME: Lisa Ann Snow PHONE (A/C, No, Ext): (281) 494-6400 FAX (A/C, No): (281) 494-6414 E-MAIL ADDRESS: lisa@sugarlandinsuranceagent.com	
INSURED Kingdom Technology Services, LLC 16001 State Highway 249 Houston TX 77086		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company LTD INSURER B: Mercury County Mutual Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000 29394	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61SBMPD3469	01/14/2024	01/14/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 Policy Fee \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA420000018359	05/07/2023	05/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Broadened Coverage \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61SBMPD3469	01/14/2024	01/14/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TO BE USED FOR INSURANCE INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



KINGDOM
TECHNOLOGY SERVICES
ULTRAVIOLET OZONE FILTRATION

877.321.2477

sales@kts247.com

16001 St Highway 249
Houston, TX 77086

www.kts247.com

Personnel Experience

Kingdom Technology is comprised of highly qualified and specialized technicians trained on Ultraviolet and Water applications specifically.

The assigned technician to your account is Avery Zirkle. Avery has been with KTS for the past three years and works with your system model across all states of the US.

Avery directly reports to Cole Brasher who is a owner and partner of the business.

Kingdom Technology has been working with the City of Las Vegas, NM since February 2024. Through these site service provided Kingdom has been able to establish working parameters and standards for the equipment operations. This includes a review of the current system, inventory, parts, and needs of the site. The system is now working at a full operation state which is providing proper disinfection to meet the compliance requirements by the state and EPA.

This service was provided as a emergency support to get the system functional. We do see a need to upgrade the system. A base proposal has been presented and we can revisit this when the city is ready, this is a cost-saving effort to keep the system running in a full function state for the next 20 years.

We are providing a copy of the last service report for your reference.

September 25, 2024

Re: Bio of Troy Smith

Troy Smith is President of Kingdom Technology Services in Houston, TX a for-profit design firm with 30+ years of experience in the field of ultraviolet treatment of water and wastewater. During his career, Mr. Smith has worked with new innovations using UV light as a standalone technology as well as UV with complementary technologies for non-chemical disinfection solutions for various client applications.

Mr. Smith has also created standards and worked with disinfection technology for multiple industries, including Wastewater, Drinking Water, DVGW water standards, Water for consumption, Beverage, Brewery, and Food Processing.

Mr. Smith has been involved with regulatory compliance as well as organizations including IBWA, ISBT, Ashrae, IUVA, SGIA, Master Brewery Association, Radtech, and other technical committees.

Over the past twenty years, Mr. Smith has been an inventor of seven patents, working with process improvements directly, working as a training seminar speaker, and as an educational trainer on topics of UV technologies throughout various industries and tradeshow. He has written papers for various organizations and trade publications on technology use within water applications.

Since 2002 Mr. Smith has been involved in wastewater applications, from the aspect of what is in the water, how to treat the water, and how to maintain the water, through to the step of proper measurement and reporting. Mr. Smith works with clients on using compliance standards as a baseline to create process controls refined through science to application standards of operation.

Mr. Smith as an advocate for the groundwater rule, working with clients and authorities on getting the maximum effect out of water technology. He has advised both industry, global governments, and regulatory inspection on proper technology use and measurement. In many applications, Mr. Smith has been able to save the municipality both time and money through the application correction of technology specific to the site and water quality.



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Houston, TX 77086

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September 25, 2024

Re: Bio of Cole Brasher

Coe Brasher is Vice President and Partner of Kingdom Technology Services, LLC in Houston, TX a for-profit design firm with 30+ years of experience in the field of ultraviolet treatment of water and wastewater.

Mr. Brasher started his career as a systems designer for AT&T, after which he has been implementing the use of UVC in the disinfection of air, surface, and water for over 20 years.

Mr. Brasher has spent most of his last 10 years working with clients to bring their applications up to compliance standards in both the production water and wastewater industries.

Mr. Brasher specializes in the design and remanufacturing of existing production water and wastewater UVC systems to bring them up to today's standard by maintaining the existing structures while rebuilding all new electrical systems with new controls to regulatory compliance standards with SCADA integration.

Mr. Brasher has over 20 years hands-on in-field technical experience with UVC, UVB, and UVA systems which include all electronic and mechanical troubleshooting and designs. The manufacture systems include: Trojan, Wedeco, Xylem, Infilco-Degremont, Veolia, Atlantium, Aquionics, Berson, Calgon, Denora, Severn Trent, Glasco, and others.



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Houston, TX 77086
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STATEMENT OF QUALIFICATION

Kingdom Technology submits the following as a statement of qualification for the UV Refurbishment project.

Kingdom fully comprehends the nature of the project, scope, and compliance needs for the Ultraviolet system and state requirements based on the 30 years of work with various states in the US and multiple projects throughout. In addition, we understand the city and plant needs based on our discussions and site visit.

Kingdom is an LLC corporation registered in the state of Texas.

Texas File Number: 803102649

Federal EIN: 83-1717505

Duns: 116588387

Sam: KULHZQNDC765

Cage: 8CUJ6

Kingdom Technology is a Veteran Disabled Owned Business
 Small Business Interest
 Equal Opportunity Employer

Kingdom Technology is profiled as an Ultraviolet System application engineering services company, Service company of production water and municipal water systems, Safety and Training provider for the use, operation, and maintenance of Ultraviolet systems.





877.321.2477

sales@kts247.com

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Houston, TX 77086

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In addition, Kingdom Technology provides in-field/on-site service and part sales for equipment. The mission of Kingdom Technology is to service all clients with compliance solutions, operation support, and up-to-date controls and upgrades.

The upgrades provided by Kingdom provide measures to increase performance, compliance gap resolution, and best practices specific to the customer application.

Compliance statements for State and Federal requirements:

Kingdom Technology has a record of exemplary work with no recorded accidents.

There are no instances of substandard work with any entity, state, or federal office at any time, this statement includes all states – no exception.

Kingdom Technology has not engaged in any unethical practices at any time anywhere.

Thank you,

Troy Smith



877.321.2477
sales@kts247.com
16001 St Highway 249
Houston, TX 77086
www.kts247.com

Experience History

Kingdom Technology is owned by Troy Smith and Cole Brasher. Through this ownership there is extensive history with the needs and requirements of Ultraviolet Disinfection systems for operation and compliance.

The work performed by Kingdom includes work with:

City/Village Municipal direct sales and service

Service and Sales to management companies for Cities to include:

- Inframark
- Jacobs Engineering
- Veolia
- Suez
- MOP, and others.

Wastewater References:

<u>Location</u>	<u>Plant Size</u>	<u>Services</u>
Goodyear, AZ	15 MGD	Full system rebuild to Title 21 reclaim water standard.
Sulphur, LA	27 MGD	Full system rebuild to fecal WWTP standard
Fairfield, TX	2 MGD	Full system rebuild to fecal WWTP standard
Monroe, MI	40 MGD	Full system rebuild to fecal WWTP standard
Nederland TX	35 MGD	Full system rebuild to fecal WWTP standard
Almont, MI	3.5 MGD	Full system rebuild to fecal WWTP standard
Kingsville TX	8 MGD	Full system rebuild to fecal WWTP standard
TX Parks	425 GPD	Full system rebuild to E.coli WWTP standard
Sharon CT	1.5 MGD	Full system rebuild to E.coli WWTP standard
Fontus Springs, IN	150 GGM	Full system rebuild to Drinking water disinfection standard

Goodyear, AZ Terry Gilbertson 623-298-4825
Rebuild Date: January 2024 Plant Size: 15 MGD, Title 21 Reclaim water
Complete system rebuild, three year service agreement

Sulphur, LA Chad Bynum 337-527-4584
Rebuild Date: November 2023 Plant size: 27 MGD, complete system
rebuild, three year service agreement

Fairfield, TX Becky Boyd 903-389-2633
Rebuild Date: December 2023 Plant size: 2 MGD, complete system
rebuild, three year service agreement

Monroe, MI Matt Notario 734-241-5926
Rebuild Date: February 2022 Plant Size: 40 MGD, complete system
rebuild, one year service support , currently supporting

Nederland TX Dannie Davis 409-723-1544
Rebuild Date: February 2022 Plant Size: 35 MGD, complete
system rebuild, one year of service support, currently supporting

Almont, MI Clint Farley 810-798-8090
Rebuild Date: November 2021 Plant Size 3.5 MGD, complete
system rebuild, one year of service support, currently supporting

Kingsville TX Frank Garcia 361-592-5168
Rebuild Date: November 2021 Plant size:8 MGD, complete system rebuild,
service and support for 15 years, currently supporting



Service Report

16001 State Hwy 249, Houston, TX 7786
 877-321-2477 sales@kits247.com

Detailed Service for Optimal Up-time

Service for: Jon Page

Las Vegas, NM WWTP
 462 S Frontage Rd
 Las Vegas, NM 87701

Phone: 505-394-6189

Email: jon.page@smaoperations.com

Report Date:	4/4/2024
Technician:	Avery Zirkle
Next Service:	10/1/2024

	Customer Label	Unit Model	Modules	Lamps	Sensors	MGD
1	UV Main	Trojan 3000+	10	60	2	.63

Unit(s) Initial Condition

- Bank B had 2 lamps out
- Quartz had significant amounts of mineralization buildup
- Flow meter not reading correctly on the HMI
- UV Sensors not working
- Bank A had 3 ballasts out and Module 1 out of the water

Action Taken / Needed

- Replaced 2 lamps B side- Bank B now running at 100%
- Replaced 3 ballasts on Bank A side
- Repaired Module 1A repaired and ready for lamps and quartz
- Cleaned all quartz

Recommendation / Action needed

- Follow upgrade plan
- Recommended quartz cleaning every other month unless counts are failing

	Position #	Lamp	Quartz	Ballast	O-ring	Wiring	Notes
Module 1	1			I		R	Mod out of Water
	2			I		R	
	3			I		I	Ready for lamps, quartz and O-Rings
	4			I		I	
	5			I		I	
	6			I		I	
	7						
	8						
Wiper		Not Functional					

	Position #	Lamp	Quartz	Ballast	O-ring	Wiring	Notes
Module 2	1	I	C	R	I	I	Replaced Ballast 1
	2	I	C	R	I	I	
	3	I	C	I	I	I	
	4	I	C	I	I	I	
	5	I	C	R	I	I	Replaced Ballast 3
	6	I	C	R	I	I	
	7						
	8						
Wiper		Not Functional					

	Position #	Lamp	Quartz	Ballast	O-ring	Wiring	Notes
Module 3	1	I	C	I	I	I	
	2	I	C	I	I	I	
	3	I	C	R	I	I	Replaced Ballast 2
	4	I	C	R	I	I	
	5	I	C	I	I	I	
	6	I	C	I	I	I	
	7						
	8						
Wiper		Not Functional					

	Position #	Lamp	Quartz	Ballast	O-ring	Wiring	Notes
Module 4	1	I	C	I	I	I	
	2	I	C	I	I	I	
	3	I	C	I	I	I	
	4	I	C	I	I	I	
	5	I	C	I	I	I	
	6	I	C	I	I	I	
	7						
	8						
Wiper		Not Functional					

K-Tech Controls

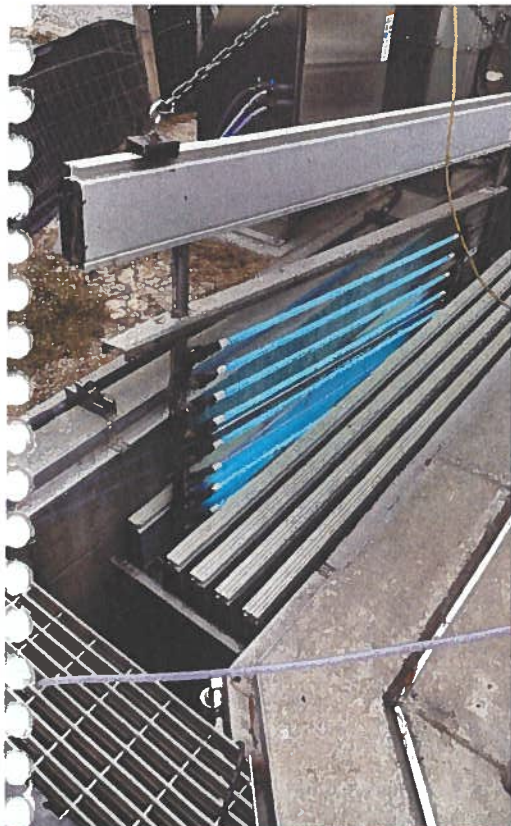
**From manual to
full automation**

**Simplify and
manage your UV
operations**

Service

Support

Controls



50+ YEARS EXPERIENCE

*** STATE COMPLIANCE**

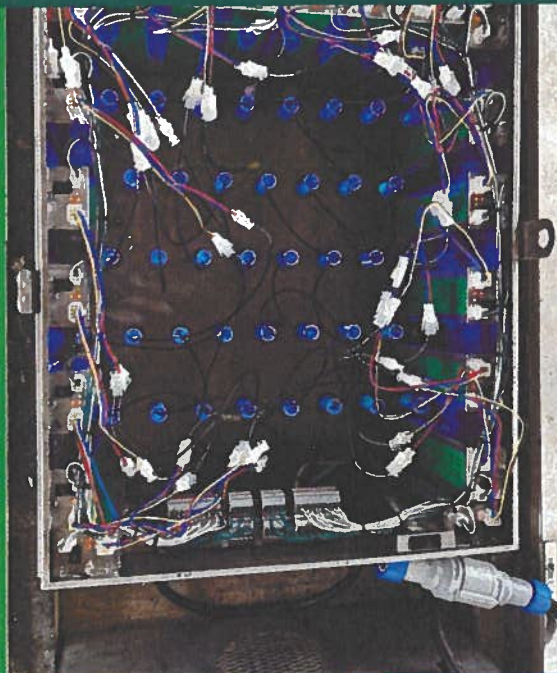
*** BEST PERFORMANCE**



**How is your UV
System working?**

**How long are your
lamps, ballast,
controls lasting?**

**From <1 to >100
MGD
We support all UV
systems**



**UV systems
Horizontal
Vertical
Vessel**

**“ATTACHMENT “A”
KINGDOM TECHNOLOGY SERVICES Rate Schedule**

City of Las Vegas

Opening No. 2025-09

On Call UV SYSTEM Maintenance & Repairs

Rates are for Labor Only

QTY	ITEM	UNIT PRICE	TOTAL PRICE
2	Onsite Service (each trip will be 2 days minimum) Travel included	\$3650.00	\$7300.00
1	Parts- Quoted Separately		

Request for Proposal

ON CALL UV SYSTEM MAINTENANCE & REPAIRS

Opening No. 2025-09

City of Las Vegas, NM

October 3, 2024

Submitted by: Ballew Concrete, LLC

28 Bisbee Court, Suite B-10

Santa Fe NM 87508



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Section H.....	Not Used
Section I	NA





Ballew Concrete, LLC
28 Bisbee Court, Suite B-10
Santa Fe NM 87508

October 3, 2024

City of Las Vegas
905 12th Street
Las Vegas NM 87701

Dear sirs,

We are pleased to submit this response to you for the "On Call UV System Maintenance & Repairs" request for proposal. Opening No. 2025-09. Ronny Lovato, principal at Ballew Concrete, LLC, holds a New Mexico general contractor's license #413959. Ballew Concrete and is partially owned by Jeffery Romanowski, president of BSN Santa Fe Enterprises, Inc. We propose to employ BSN Santa Fe as our subcontractor for this project.

1. Specialized Services - A discussion of our personal experience in the field of the scope of listed services is included in Section C.
2. Capacity and Capability – We have several staff that will be assigned to tasks under this contract, one of whom resides in Las Vegas NM. Other employees as based in Santa Fe NM which is a one hour drive from Las Vegas NM. Staff are presented in Sections C and F.
3. Past Record of Performance – References are supplied in Section E.
4. Familiarity with the City of Las Vegas – BSN Santa Fe routinely services commercial and private projects in and around Las Vegas NM. One employee is a long-time resident of Las Vegas.
5. Current Volume of Work with the City – We have no current contracts with the City of Las Vegas.
6. Required Certifications – Certification levels and information on the personnel that hold the required certifications is included in Section F.
7. Resident Preference – Our office is located a one hour drive from Las Vegas NM, which is 70 miles mainly on Interstate 25. One employee is a resident of Las Vegas.
8. Veterans Preference – Ronny Lovato, principal of Ballew Concrete, is a U.S. military veteran.

Thank you for the opportunity to present this response to the above referenced RFP. We look forward to working with the City on this contract.

Sincerely,

Ronny Lovato
Ballew Concrete, LLC

SUBCONTRACTOR LIST

We propose to utilize BSN Santa Fe as or subcontractor. BSN has the experience and resources to complete this contract with the City of Las Vegas in a timely and satisfactory manner. Please see BSN's qualifications and experience in the relevant sections of this document.

BSN is located at: 28 Bisbee Court, Suite B-10, Santa Fe NM 87508

The contract contact is: Jeffrey Romanowski, president

Email: jeffrey@bsnsantafe.com

Telephone: (505) 473-7973 office, (505) 582-6671 cell

Fax: (505) 473-1079

Work orders requiring a system control unit PLC, logic controllers, bank controllers, or other specialized electronic service will be subcontracted to either Border States or I+C Solutions upon approval by the City of Las Vegas.

TOTAL BID AMOUNT

Please see the rates below for applicable hourly rates, travel charges, and rental rates.



28-Bisbee Court ◊ Suite: B-10 ◊ Santa Fe, NM 87508-1410 ◊ Tel: 505-473-7973 ◊ Fax: 505-473-1079

EFFECTIVE: February 1, 2024

PRICES DO NOT INCLUDE GROSS RECEIPT

Engineering and Surveying Services	PRICE
E1 Registered Engineer	\$225.00 /Hr.
E2 Senior Administrator	\$200.00 /Hr.
E3 Project Engineer / Project Manager / Geotechnical Manager (Field or Office)	\$180.00 /Hr.
E4 Staff Professional	\$175.00 /Hr.
E5 Specialized Work (Graphics/Design/Computations/CADD)	\$130.00 /Hr.
E6 Field or Laboratory Technician I	\$72.50 /Hr.
E7 Administrative	\$60.00 /Hr.
E8 Vehicle Use \$40.00 per day plus Mileage (round trip from BSN Santa Fe Office)	\$0.85 /Mi.
E9 Per Diem (if required to stay overnight); Lodging + \$50/day meals	\$150 /day

Field Work	PRICE
a) Overtime Rate: 1.5x Hourly Rate over 8hrs	-
b) Office Expense-Admin Support at 6.95% per invoice	-
c) Standard Hours are M-F, 7am-5pm	/Day
d) Hours outside standard: 1.5x hourly rate	/Day

Section A – Offerer’s Identification

OFFEROR INFORMATION

OFFEROR: BALLEW CONCRETE, LLC
AUTHORIZED AGENT: RONNY LOVATO
ADDRESS: 28 BISBEE CT, SUITE B-10, SANTA FE NM 87508
TELEPHONE NUMBER (505) 474-4383
FAX NUMBER (505) 473-1079
DELIVERY: SAME AS ABOVE
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **ON CALL UV SYSTEM MAINTENANCE & REPAIRS**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS
AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF NEW MEXICO }
COUNTY OF SANTA FE }

I, RONNY LOVATO 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]
Signature

Subscribed and sworn to before me, this 2nd day of October, 2024

(SEAL) STATE OF NEW MEXICO
NOTARY PUBLIC
MARGARET RODRIGUEZ
COMMISSION # 1135885
EXPIRES NOVEMBER 1, 2025

[Signature]
Notary Public Signature
My Commission Expires: 11/1/25

NON-COLLUSION:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

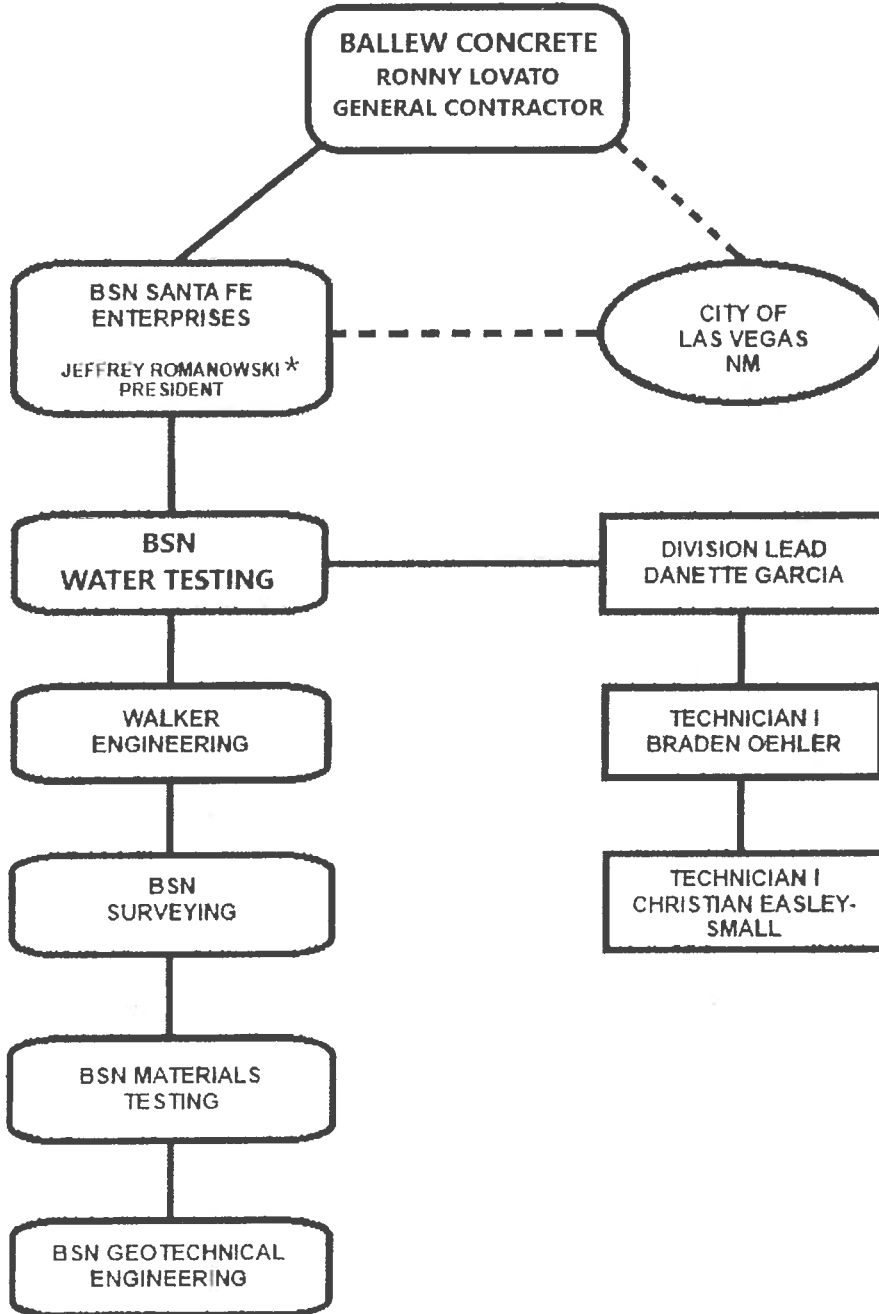
FEDERAL TAX IDENTIFICATION NUMBER:

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: 93-2917169

SOCIAL SECURITY NUMBER: _____

ORGANIZATIONAL CHART



* Responsible for preparation and execution of contract, (505) 473-7973

RESPONSIBILITIES

Ronny Lovato, Ballew Concrete, has overall responsibility for the performance of this contract.

Jeffrey Romanowski, BSN Santa Fe, has contractual responsibilities for this project. Mr. Romanowski is also the primary technical lead for on-site staff and technicians.

Danette Garcia, BSN Santa Fe, has responsibility for technical assignments and overseeing technician duties.

Braden Oehler, BSN Santa Fe, is a field technician with responsibility to perform daily tasks.

Christian Easley-Small, BSN Santa Fe, is a field technician with responsibility to perform daily tasks.

Section B - Campaign Contribution Disclosure Form

"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.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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


Signature

10-3-24
Date

PRESIDENT

Title (Position)

Section C – Personnel Experience

Ronny Lovato, Ballew Concrete – Administrator

- New Mexico general contractor, license number 413959
- New Mexico Wastewater Level 4, NM 07337
- New Mexico Water Supply Level 4, NM 07337
- No servicing presently provided to the City of Las Vegas Utilities System

Jeffrey Romanowski, president

- New Mexico Wastewater Level 4
- Lead and manager 76 MGD wastewater treatment plant
- Designed ultra-pure water, chemical, and gas distribution systems for microelectronics fabrication facilities.
- Lead day-to-day operations of a diversified construction service company, including materials testing, geotechnical investigations, surveying, and water testing.
- Technical lead for materials testing laboratory.
- Oversee a team of 15 engineers, surveyors, technicians, and staff.
- No servicing presently provided to the City of Las Vegas Utilities System

Danette Garcia, BSN Santa Fe - Coordinator

- Division lead for collection of wastewater and drinking water samples for commercial, governmental, and private clients
- Responsible for the overall operation of the Water Testing Laboratory analyzing samples for bacteria and other analytes
- No servicing presently provided to the City of Las Vegas Utilities System

Braden Oehler, BSN Santa Fe - Field Technician I

- Collect field water samples of wastewater and domestic drinking water for analysis in the laboratory
- Monitor, maintain, and repair two Hallett 1000P UV sterilization units

- Perform field and/or laboratory testing, observation, and inspection of construction materials (e.g. soils, aggregates, concrete, asphalt, and steel)
- No servicing presently provided to the City of Las Vegas Utilities System

Christian Easley-Small, BSN Santa Fe - Field Technician I

- Instrumental in start-up operations for a new wastewater treatment plant at a prestigious resort and community
- Monitor, maintain, and repair two Hallett 1000P UV sterilization units
- Responsible for collecting wastewater and drinking water samples for analysis
- No servicing presently provided to the City of Las Vegas Utilities System

Section D – Licenses





State of New Mexico
Water Quality Control Commission

This certifies that

Ronny Steven Lovato

has met the requirements for utility operator certification adopted by the New Mexico Water Quality Control Commission pursuant to the "Utility Operator Certification Act", and is hereby certified as a Utility Operator authorized to operate and maintain

Wastewater level 4

Date of issue: April 26, 2023
Certified at this level since: January 27, 2012
EXPIRES: May 31, 2026



For the Chairman, WQCC
Operator ID: NM 07337



State of New Mexico
The New Mexico Board of Licensure for
Professional Engineers & Professional Surveyors
Santa Fe, New Mexico

This is to certify that

Jeffrey J. Romanowski License No.: 15807

Having given evidence of the necessary qualification, as required by Sections 61-23-1 through 61-23-36 NMSA (1978),
has been duly licensed and is hereby authorized to practice in the State of New Mexico as a

Professional Engineer

Issue Date: 07/11/2002 Expiration Date: 12/31/2025

THIS CERTIFICATE IS FOR DISPLAY PURPOSES ONLY.

STATE OF NEW MEXICO
Water Quality Control Commission

This certifies that
Jeffrey Romanowski
Has met the requirement for the Utility Operator Certification
adopted by the New Mexico Water Commission pursuant
to the Utility Certification Act, NMAC-20.17.4.1 and is hereby
certified as a Utility Operator authorized to perform as a

Wastewater Systems 4

Certificate No.: 21510

Operator Certified since: 09/12/2014

Expiration Date: 07/31/2027

Eric Hall
Signed for Chairman, WQCC

Pursuant to the NMED Delegation Order dated February 19, 2024, the Cabinet Secretary has delegated the authority to issue Utility Operator Certificates to DWB Bureau Chief. The DWB Bureau Chief has further delegated this authority to Utility Operator Certification Program Team Lead Eric Hall.

Section E – Historical References

Wastewater – UV Disinfection Experience

ABCWUA (2015 – 2020)

- Mr. Romanowski managed, operated, preventive maintenance on a Trojan UV 3000 system.
- Monitored lamp hours as part of a preventive maintenance program
- Regularly maintained wiper cleaning system (Acticlean)
- Changed out failed lamps; participated in Trojans recycling program

Contact: Kenny Lipe, Operations Superintendent, SWRP, 4201 2nd St SW,
Albuquerque NM,
(505) 842-9287;

Paa-ko (2020-present)

- Mr. Lovato managed, operated, preventive maintenance on Paa-ko Communities wwtp.

Contact: Roberta Padilla, owner, Prodigy Builders (O+M Contractor for Paa-ko),
(505) 918-1340; address 138 Paa-ko drive, Sandia Park, NM

BSN Santa Fe performs a wide variety of water and wastewater testing services:

- On a PO basis have provided sampling service and water testing for Santa Fe County.
- Process over 200 microbiological tests monthly
- Currently have three certified samplers on staff; 2 that are NM WW4 level operators
- We have been a Santa Fe County business for the last 35 years

Section F - Education, Certifications, and Qualifications

Water Experience

Santa Fe County

Process 17 drinking water samples at a minimum per month.

Leroy Alvarado (505) 992-9870

Harry's Restaurant

Performed bi-annual sampling for ground water discharge compliance (septic system with test well).

Harry Shapiro, (505) 469-4623, harrysroadhouse@gmail.com

Santa Fe Country Club

Perform bi-annual sampling for ground water discharge compliance.

Gary Hodge (505) 471-2626, garyhodge@santafecountryclub.com

Section G – Financial



October 2, 2024

TO: Whom it may concern

RE: BSN Santa Fe Enterprises Inc. / Ballew Concrete, LLC

BSN Santa Fe Enterprises Inc. and Ballew Concrete, LLC are both valued customers of First Citizens Bank. I have had the pleasure to work with Mr. Romanowski and Mr. Lovato for nearly two years. Based on our records, both entities have demonstrated a satisfactory payment history, and their accounts are currently in good standing.

Please contact me at 505-992-6702 or at Adam.Stramel@firstcitizens.com if you have any questions with any of the above. I appreciate whatever courtesy you may be able to extend to Mr. Romanowski and Mr. Lovato.

Sincerely,

Adam Stramel
Vice President

SCORING MATRIX
RFP # 2025-09 On Call UV System Maintenance & Repairs

	Kingdom Technology Sources	Vendor Ballew Concrete	Vendor	Vendor	Vendor
1. Specialized Services as defined in the Scope of Work 30 points	<u>Evaluator #1---30</u> <u>Evaluator #2---30</u> <u>Evaluator #3---30</u> <u>Evaluator #4---29</u> <u>Evaluator #5---28</u>	<u>Evaluator #1---18</u> <u>Evaluator #2---18</u> <u>Evaluator #3---20</u> <u>Evaluator #4---18</u> <u>Evaluator #5---20</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
2. Capacity and Capability 15 points	<u>Evaluator #1---15</u> <u>Evaluator #2---15</u> <u>Evaluator #3---15</u> <u>Evaluator #4---14</u> <u>Evaluator #5---13</u>	<u>Evaluator #1---6</u> <u>Evaluator #2---7</u> <u>Evaluator #3---8</u> <u>Evaluator #4---7</u> <u>Evaluator #5---7</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
3. Past Record and Performance 15 Points	<u>Evaluator #1---15</u> <u>Evaluator #2---15</u> <u>Evaluator #3---15</u> <u>Evaluator #4---14</u> <u>Evaluator #5---13</u>	<u>Evaluator #1---5</u> <u>Evaluator #2---5</u> <u>Evaluator #3---8</u> <u>Evaluator #4---6</u> <u>Evaluator #5---6</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
4. Familiarity with City of Las Vegas and related services 20 Points	<u>Evaluator #1---15</u> <u>Evaluator #2---18</u> <u>Evaluator #3---17</u> <u>Evaluator #4---18</u> <u>Evaluator #5---16</u>	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--5</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	<u>Evaluator #1---10</u> <u>Evaluator #2---10</u> <u>Evaluator #3---10</u> <u>Evaluator #4---10</u> <u>Evaluator #5---10</u>	<u>Evaluator #1--10</u> <u>Evaluator #2--10</u> <u>Evaluator #3--10</u> <u>Evaluator #4--10</u> <u>Evaluator #5--10</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
6. Resident/ Veterans 10 Points	<u>Evaluator #1---5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--5</u>	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--5</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
Totals					
	<u>Evaluator #1--90</u> <u>Evaluator #2--93</u> <u>Evaluator #3--92</u> <u>Evaluator #4--90</u> <u>Evaluator #5--85</u>	<u>Evaluator#1-49</u> <u>Evaluator #2--50</u> <u>Evaluator #3--56</u> <u>Evaluator #4--51</u> <u>Evaluator #5--53</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
	94.6%	51.8			

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND KINGDOM TECHNOLOGY SERVICES**

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 Kingdom Technology Services (“Contractor”), of 16001 State Highway 249 Houston, Texas 77086 on this _____ day of November 2024 (“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 Contractor 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 and the Governing Body.

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

- A. Repair and or replace all components with the UV System.
- B. Address any or all issues with the AB system Control unit PLC, communication between logic controller & bank controllers.
- C. Conduct all maintenance & repairs to ensure the UV System is working properly.
 - 1. Semi Annual Task Include- inspecting, assessing, replacing bulbs, ballasts, mother boards, relays, and other associated electrical equipment. Inspecting the condition on door seals on the SCC, PDC, and HSC, to ensure no moisture is present and replace seals if any signs of cracks, compression, or damage.
 - 2. Annual Task Include- replacing the hydraulic fluid, filter, PLC CPU Battery, and etc.
 - 3. At 12,000 hour interval- check the HSC Pressure is within range. Inspect for hydraulic leaks. Inspect the module hydraulic hoses for damage. Replace any or all damaged hydraulic hoses.

4. Replace lamps and sleeve O-ring seals every 12,000 hours.
5. Replace module enclosure desiccant packs and wiper seals.

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

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

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

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

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

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

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

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

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

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

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

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the

Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS
Approved By:

CONTRACTOR:
KINGDOM TECHNOLOGY SERVICES

Tim Montgomery, City Manager

Signature

Attest:

Printed Name: _____

Casandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:



Attorney



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

Meeting Date: December 10, 2024

Date Submitted: 12/3/24

Department: Executive

Item/Topic: Consideration to approve the restructuring of the Human Resource Department Organization Chart by placing the Personnel Officer/Risk Management position under the direction of the Safety Officer position within the Executive Office.

As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact: None

Attachments:

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:

Reviewed By:



Department Director



Finance Director



City Manager

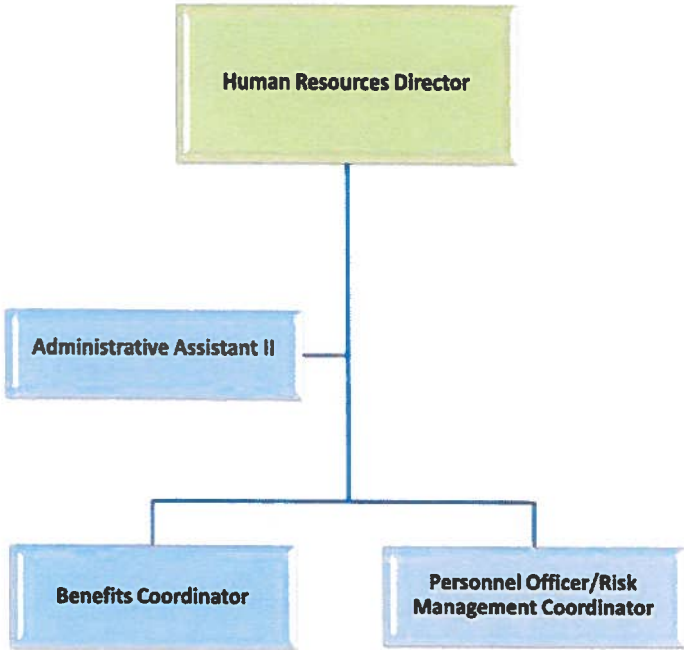
**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

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

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



HUMAN RESOURCES DEPARTMENT



Final Approved As Per City Council on 8/12/24



EXECUTIVE

Legislative:

Mayor

Councilors

Ward 1

Ward 2

Ward 3

Ward 4

City Manager

Mayor Liaison/Public Information
Officer (PIO)

Executive Office
Manager

Safety Officer

Administrative Assistant I

Final Approved as per City Council Meeting on 10/16/24



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

Meeting Date: December 10, 2024

Date Submitted: 12/3/24

Department: Executive

Item/Topic: Discussion/Direction regarding Opioid and Cannabis funding and how they each can be used.

Fiscal Impact:

Attachments:

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:

Reviewed By:



Department Director



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
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 10, 2024

Date Submitted: 12/3/24

Department: Executive

Item/Topic: Review, Discussion and Possible Action of current Infrastructure Capital Improvement Plan (ICIP).

Fiscal Impact:

Attachments: Current ICIP

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:

Reviewed By:



City Manager



Finance Director

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

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

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

Infrastructure Capital Improvement Plan FY 2026-2030

**Las Vegas
Project Summary**

ID	Year	Rank	Project Title	Category	Funded to	Total Project					Amount Not Yet Funded	Phases	
					Date	2026	2027	2028	2029	2030			Cost
37557	2026	004	Roadway Maintenance Asphalt Equip	Equipment - Other	-	100,000	500,000	-	-	-	600,000	600,000	No
27819	2026	007	Mobile Data Communication	Equipment - Public Safety Equipment	-	1,200,000	-	-	-	-	1,200,000	1,200,000	No
42181	2026	002	New City Hall and Administrative Building	Facilities - Administrative Facilities	-	5,000,000	-	-	-	-	5,000,000	5,000,000	Yes
25808	2026	009	Old City Hall Reconstruction	Facilities - Administrative Facilities	100,000	1,300,000	-	-	-	-	1,400,000	1,300,000	Yes
42175	2026	013	Animal Shelter Facility	Facilities - Administrative Facilities	-	2,000,000	-	-	-	-	2,000,000	2,000,000	Yes
38624	2026	005	Fire Station/Training Facility	Facilities - Fire Facilities	-	5,000,000	4,000,000	1,000,000	-	-	10,000,000	10,000,000	Yes
40862	2026	008	Las Vegas Film Museum	Facilities - Museums	-	2,000,000	-	-	-	-	2,000,000	2,000,000	No
37923	2026	015	Rodriguez Sports Complex Improvements	Facilities - Other	3,500,000	675,000	4,206,250	4,206,250	4,206,250	706,250	17,500,000	14,000,000	Yes
42180	2026	026	Litherland Property Improvements	Facilities - Other	-	500,000	-	-	-	-	500,000	500,000	Yes
18959	2026	017	Riverwalk Improvements	Other - Other	448,000	844,250	844,250	844,250	516,250	-	3,497,000	3,049,000	Yes
9790	2026	014	Replacement of Solid Waste Heavy Equip	Other - Solid Waste	-	250,000	250,000	250,000	250,000	-	1,000,000	1,000,000	Yes
38987	2026	006	Commerce Street Road Improvements	Transportation - Highways/Roads/Bridges	-	750,000	4,250,000	-	-	-	5,000,000	5,000,000	Yes
38512	2026	010	South Pacific Road Improvements	Transportation - Highways/Roads/Bridges	-	700,000	4,500,000	-	-	-	5,200,000	5,200,000	Yes
13921	2026	011	Dee Bibb Industrial Park Infrastructure	Transportation - Highways/Roads/Bridges	450,000	175,000	175,000	-	-	-	800,000	350,000	Yes
40874	2026	012	Dahlia Street Road Improvements	Transportation - Highways/Roads/Bridges	-	500,000	-	-	-	-	500,000	500,000	No
38524	2026	016	El Creston Circle Improvements	Transportation - Highways/Roads/Bridges	-	360,000	2,400,000	-	-	-	2,760,000	2,760,000	Yes
38990	2026	019	Parkview Rd Road Improvements	Transportation - Highways/Roads/Bridges	-	172,500	1,000,000	-	-	-	1,172,500	1,172,500	Yes
40872	2026	020	Keen Street Road Improvements	Transportation - Highways/Roads/Bridges	-	400,000	-	-	-	-	400,000	400,000	No
42177	2026	021	Lutheran and Collins Street Repairs	Transportation - Highways/Roads/Bridges	-	1,000,000	-	-	-	-	1,000,000	1,000,000	Yes
42178	2026	022	8th Street Road Improvements	Transportation - Highways/Roads/Bridges	-	5,000,000	-	-	-	-	5,000,000	5,000,000	Yes
35089	2026	023	Mountain View Drive Road Improvements	Transportation - Highways/Roads/Bridges	100,000	345,000	600,000	600,000	700,000	723,000	3,068,000	2,968,000	Yes
10733	2026	024	Mainstreet Corridor Improvement Project	Transportation - Highways/Roads/Bridges	-	1,325,000	1,650,000	1,000,000	700,000	700,000	5,375,000	5,375,000	Yes
40873	2026	025	West Valencia Street Improvements	Transportation - Highways/Roads/Bridges	-	400,000	-	-	-	-	400,000	400,000	No
37403	2026	018	8th Street Extension Waterline	Water - Other	100,000	900,000	500,000	-	-	-	1,500,000	1,400,000	Yes
27840	2026	001	Peterson Dam Rehabilitation	Water - Water Supply	9,600,000	7,000,000	6,000,000	-	-	-	22,600,000	13,000,000	Yes
35814	2026	003	Aging Water Line Infrastructure	Water - Water Supply	400,000	655,837	758,000	310,833	267,900	242,000	2,634,570	2,234,570	No

Number of projects:	26											
Grand Totals		Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:		Total Not Yet Funded:		
		14,698,000	38,552,587	31,633,500	8,211,333	6,640,400	2,371,250	102,107,070		87,409,070		