



City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
January 18, 2023–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

Public comments can **only** be made **in person**.

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 LOUIE TRUJILLO'S 2023 STATE OF THE CITY ADDRESS**
- VIII. **BUSINESS ITEMS**
 1. Request approval of Addendum #2 to Contract #3710-21 with D.A.G. Enterprises of NM, LLC to provide diesel maintenance and repair for City of Las Vegas diesel fleet.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

Maria Gilvarry, Utilities Director Request for proposal (RFP) 2021-09 was awarded on 1/20/21 and Agreement #3710-21 was signed on 2/5/21. The extended term of this agreement will be for 1 year.

IX. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER IS EXEMPT PURSUANT TO THE OPEN MEETINGS ACT.

X. 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 City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



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

Meeting Date: January 18, 2023

Date Submitted: 01/11/2023

Department: Utilities

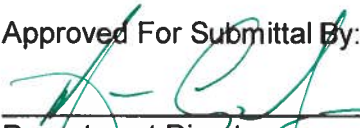
Item/Topic: Addendum #2 to Contract #3710-21 with D.A.G Enterprises of NM, LLC to provide diesel maintenance and repair for City of Las Vegas diesel fleet. RFP 2021-09 was awarded on 01/20/2021 and Agreement #3710-21 was signed on 02/05/2021. The extended term of this agreement will be for 1 year.


Fiscal Impact: Costs budgeted out of each department line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 3710-21.

Committee Recommendation: This item will be discussed at the February 14, 2023 Utility Advisory Committee 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


City Manager

Reviewed By:

Finance Director

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

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

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

ADDENDUM #2
AGREEMENT/CONTRACT #3710-21
RFP# 2021-09
AWARDED ON: 1/20/2021
D.A.G ENTERPRISES OF N.M. LLC

This Addendum entered into this **4th Day of February, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **D.A.G ENTERPRISES OF N.M. LLC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/20/2021 the City and **D.A.G ENTERPRISES OF N.M. LLC** entered into an Agreement/Contract pursuant to a call for RFP in which

D.A.G ENTERPRISES OF N.M. LLC agreed to provide:

DIESEL MAINTENANCE & REPAIR

WHEREAS, the City and **D.A.G ENTERPRISES OF N.M. LLC** now desire to extend the original Agreement/Contract for an additional year from **02/5/2023 thru: 02/4/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3710-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **DIESEL MAINTENANCE & REPAIR**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 1/20/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 1/20/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

D.A.G ENTERPRISES OF N.M. LLC

REVIEWED AND APPROVED:

Leo Maestas Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

**ADDENDUM #1
AGREEMENT/CONTRACT #3710-21
RFP# 2021-09
AWARDED ON: 01/20/2021
D.A.G. ENTERPRISES OF N.M., LLC**

This Agreement Extension entered into this day on February 5, 2022 by and between the City of Las Vegas, a home-rule municipality ("City") and D.A.G. Enterprises of N.M., LLC, a New Mexico Corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated February 5, 2021 and Addendum #1 on February 5, 2022 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional services (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from February 5, 2022 through February 5, 2023; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the Services, shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to February 5, 2023; and
2. That except for the express modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS

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



Leo Maestas, City Manager




Signature



Printed Name and Title

ATTEST:



Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:



Scott Aaron, City Attorney

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND D.A.G. ENTERPRISES OF N.M., LLC**

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 D.A.G. Enterprises of N.M., LLC ("Contractor"), of 258A Montezuma Route, Las Vegas, NM 87701, on this 05 day of February, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF SERVICES:

The duties of the offeror shall include the following:

- A. All maintenance and repairs will be professionally diagnosed. Repairs and/or adjustments will be performed by only trained and/or certified (ASE, etc.) diesel mechanics.
- B. Perform Annual/Day to Day DOT Inspections to ensure all parts and components are in good working conditions, repairs to include part and accessories on diesel vehicle/equipment
- C. Must have an "On Call" person for after hours, holidays, and/or emergency repairs.
- D. All preventative maintenance to diesel vehicles/equipment shall be in accordance with the manufacturer's or departments specifications and maintenance schedules (collectively "Services"). Contractor warrants and represents that it is able to perform the Services without voiding any warranties the City may possess or be eligible for.
- E. City of Las Vegas Diesel Fleet oil changes, lubrication, and associated services. At a minimum, an oil change will include lube, new oil, new oil filter, top off coolant up to ¼ gallon, top off brake fluid, top off power steering fluid, top off all differentials, check transmission and transfer case fluids.
- F. Emergency repairs to include tire repair/installation, body parts (fenders, bumpers, windshields, interior seats, door/window handles, mud flaps, any repair to make the vehicle/equipment safe on the road) to the diesel fleet. Must have prior approval from department director.

- G. Emergency towing of diesel vehicles/equipment will occur with prior approval from department director. Most vehicles requiring towing services will be towed to the nearest approved maintenance/repair facility unless prior approval is provided to the wrecker service.
- H. Any job exceeding \$3,000.00 must receive prior approval from the contracting agency. It is the vendor's responsibility to contact the agency and obtain said approvals.
- I. Contractor warrants and represents that its facility where it shall conduct all aforementioned service work is capable of servicing packer trucks and other vehicles that are fourteen (14) feet in height.

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:



William Taylor, City Manager

Attest:




Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Scott Aaron, City Attorney

CONTRACTOR:



Signature

Printed Name: Diego A. Gieju

Position: Owner

“ATTACHMENT “A”

D.A.G. Enterprise N.M., LLC Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-09

Diesel Repair Services for the City of Las Vegas Diesel Fleet

Hourly Rates: \$80.00

After Hours Rate: 1.5 times the regular rate

Holiday Rate: 1.5 times the regular rate

Taxes: As Applicable

Markup: 20%



City of Las Vegas

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

Mayor Louie A. Trujillo

February 05, 2021

Diego Griego, dba D.A.G Enterprises
258 A Montezuma RT
Las Vegas, NM 87701

Attached please find the Contract to RFP 2021-09 with the City of Las Vegas. The contract will be effective once I receive the original back.

Please sign the contract and return the original as soon as possible to:

CITY OF LAS VEGAS UTILITIES DEPARTMENT
ATTN: IRENE ARCHULETA
905 12TH STREET
LAS VEGAS, NM 87701

Please include a copy of your Certificate of Liability Insurance showing the City of Las Vegas as certificate holder.

When I receive the information requested the contract will be recorded with the City Clerk's Office and a copy will be email back to you for your records upon your request, please provide a email address to send the copy.

If you have any questions please do not hesitate to call me at (505)454-3832.

My email address is irenea@lasvegasnm.gov

Sincerely,

Irene Archuleta, Account/Supervisor

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4