



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
March 10, 2021–Wednesday– 5:30 p.m.
Virtual Meeting Held by Video Conference Via Google Meet**

The public is invited to submit written comments for public input prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on March 10, 2021, addressed via email to the City Clerk at cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRL0qVevel5JYeRw?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). Public Input submitted to the City Clerk via email or fax will be read into the record.**
- VII. MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Approval of appointments to the following Commission, Board and Committee:
 - Film Commission
 - Museum Board
 - Parks and Recreation Advisory Committee
 - Recognition of the Sonchar family, owners of BTU

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

X. APPROVAL OF MINUTES (February 10th and 17th, 2021)

XI. PRESENTATIONS (Not to exceed 10-15 minutes per person)

- Presentation by Chuck Griego, Film and Events Coordinator, discussing options for the Fourth of July Fiestas.

XII. BUSINESS ITEMS:

Conduct a Public Hearing for Business Items 1 and 2. (The public is invited to submit written comments for the public hearing. Comments should be submitted by 4:30 p.m. on March 10, 2021 addressed via email to the City Clerk at cfresquez@lasvegasnm.gov or faxed to (505) 425-7335 and will be read into the record during the discussion of the item it pertains to.

1. Conduct a Public Hearing and Adopt Ordinance No. 21-02, an ordinance granting to Public Service Company of New Mexico (PNM), a New Mexico Corporation, a franchise to furnish electricity within the City of Las Vegas, San Miguel County, New Mexico and granting to PNM, the right to use any public Highway, street, alley, road or other public place within the present or future municipal limits of the City of Las Vegas.

Casandra Fresquez, City Clerk Council approved the publication of the proposed ordinance on February 17, 2021 and publication requirements have been met.

2. Conduct a Public Hearing and Adopt Ordinance No. 20-03, an ordinance to grant the Mora-San Miguel Electric Cooperative, Inc., a New Mexico corporation ("Coop"), a franchise to furnish electricity within the City of Las Vegas ("City"), San Miguel County, New Mexico, and granting to Coop, the right to use any public highway, street, alley, road or other public place within the present or future municipal limits of the City.

Casandra Fresquez, City Clerk Council approved the publication of the proposed ordinance on February 17, 2021 and publication requirements have been met.

3. Request approval of Resolution No. 21-04 applying for and assuring matching funds for the Cooperative Municipal Program Grant (COOP) in the amount of \$60,025.00.

Danny Gurule, Public Works Manager The City of Las Vegas will be contributing their share of 25% (\$60,025.00), New Mexico Department of Transportation's share being 75% (\$180,075.00) for a total amount of \$240,100.00 for pavement maintenance and rehabilitation on 4th Street, 5th Street, 6th Street, National Avenue and Douglas Avenue.

4. Award request for proposal #2021-14 for 2021, 2022 and 2023 Annual Audit Services for the City of Las Vegas and enter into a contract with Patillo, Brown & Hill LLP.

Jesus Baquera, Finance Director The City of Las Vegas advertised the request for proposal on January 27, 2021 in the Las Vegas Optic, Albuquerque Journal and the City of Las Vegas website. Patillo, Brown and Hill LLP was the sole proposer.

5. Award request for proposal #2021-13 for hazardous materials clean-up and removal to AGM Konstruktion & Environmental Services.

Maria Gilvarry, Utilities Director The City of Las Vegas advertised the request for proposal on February 20, 2021 in the Las Vegas Optic, Albuquerque Journal and the City of Las Vegas website. There were four proposals.

6. Presentation and Selection from four website redesigns.

Virginia Marrujo, Multimedia Production Coordinator Community Development is requesting that Council select one of the four website redesign options for the City of Las Vegas website.

XIII. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.

- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

XIV . 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 attending the meeting via Google Meet, 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



Casandra Fresquez <cfresquez@lasvegasnm.gov>

New members to be appointed at March meeting

1 message

Loretta Martin <lmartin@lasvegasnm.gov>

Wed, Feb 24, 2021 at 11:25 AM

To: Casandra Fresquez <cfresquez@lasvegasnm.gov>

Film Commission

Troy Dennison
Councilor David Romero

Museum Board

April Morell

Parks and Rec

Elizabeth Juarros

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" The City of Las Vegas values responsiveness and commits to
respond to all email and phone calls within 24 hours"

Loretta A Abreu Martin
Community Liaison
City of Las Vegas
1700 Grand Ave
Las Vegas, New Mexico 87701
505 454-1401 #1003

**The City of Las Vegas values responsiveness and commits to respond to all email and
phone calls within 24 hours**

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**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, FEBRUARY 10, 2021 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Elaine Rodriguez
Michael L. Montoya
David A. Ulibarri, Jr. **ABSENT**

ALSO PRESENT: William Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Adrian Crespín, Chief of Police

CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:31 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo recognized those working in healthcare, the Department of Health and Dominique from DOH for trying to get the vaccine rolled out and also El Centro, Alta Vista Regional Hospital, the City in collaboration with the Senior Center. Mayor Trujillo asked to remain diligent as we remain in the yellow level.

Councilor Montoya asked to keep Nora Ortega and her family in our prayers, she passed away last week and was a good friend of his family and she helped many people in the community.

Mayor Trujillo also recognized the passing of Frank Dominguez and offered condolences to his family.

APPROVAL OF AGENDA

Councilor Romero made a motion to approve the agenda as presented. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriguez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Casandra Fresquez read public input to the Governing body on behalf of the Fram family regarding the Fram Building including concerns of intimidation and harassment towards the Fram Family.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Trujillo recognized Theresa Fulgenzi for her dedication to the newsletter called "Our Las Vegas" and all her hard work.

COUNCILOR'S REPORTS

Councilor Rodriguez requested an update on the Charter Commission and if they are working off the Charter dated March 2010, if there is a procedure or process for the public or Mayor and Council to give recommendations.

City Attorney Scott Aaron advised they have other meetings planned for the future and are working off a draft he created after talking with the New Mexico Municipal League regarding other updated charters.

Mayor Trujillo advised there would be opportunities for public comment.

Discussion took place regarding if the draft had to be word for word like the original charter.

Councilor Montoya reported that City Manager Taylor, City Attorney Aaron, Recreation Director Aragon, Councilor Ulibarri and himself had meetings with both Little League Presidents regarding the condition of the fields and repairs to those fields. Councilor Montoya asked for letters of support for the Rodriguez field.

Councilor Romero asked about the scheduling for potholes.

City Manager Taylor advised they received the pothole machine and employees will be trained on March 4th but for the meantime they are using hot mix and filling potholes manually.

Councilor Rodriguez asked if the meetings that took place with the Little League Presidents were for the Parks and Recreation Advisory Committee.

Councilor Montoya clarified that he called for the meeting to get the Presidents on board with the Director for Parks and Recreation and discussed how the monies would be spent.

Councilor Romero asked for a copy of the draft submitted to the Charter Committee.

POLICE CHIEF'S REPORT

Police Chief Adrian Crespín requested a moment of silence for New Mexico State Police Officer Jarrott and the New Mexico State Police family. Police Chief Crespín gave a report regarding equipment purchased for Police Officers, implementation of Community Service Aids and Neighborhood Watch. Police Chief Crespín gave stats regarding traffic stops after 10 pm for the month of January, and license plate reader cameras placed around town. Police Chief Crespín spoke about working with the San Miguel Sheriff's Office, New Mexico State Police, the District

Attorney's Office and Children, Youth and Families Department regarding drug related issues.

Police Chief Crespin gave stats regarding traffic accidents, burglaries, violent crimes, drug cases, arrests and total calls for service.

Councilor Rodriquez asked about the number of re-offenders.

Mayor Trujillo advised some legislation that has passed has affected the way courts operate, how they detain people and how they release them.

Mayor Trujillo advised he wanted Police Chief Crespin to assure the public that the police department will respond when needed.

Councilor Rodriquez advised they need to be more proactive in getting information out to the public.

APPROVAL OF MINUTES

Councilor Montoya made a motion to approve the minutes for January 11th, 13th and 20th, 2021. Councilor Romero seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Bryan Berg gave a presentation regarding the reason for wanting to purchase the Old City Hall, the purpose for using it as a venue for his card stacking and his passion for old buildings.

Building Code Supervisor Ben Maynes gave a presentation regarding code enforcement activities within the town of Las Vegas and implementing the building ordinance.

BUSINESS ITEMS

1. Conduct a Public Hearing and adopt Ordinance No. 21-01, an ordinance to amend the Code of the City of Las Vegas by amending the court fees collected by the Municipal Court in Section 20-13(A).

Councilor Romero made a motion to enter into Public Hearing to discuss business item 1. Councilor Rodriguez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriguez	Yes		

City Clerk Fresquez advised the motion carried.

City Attorney Aaron asked Councilor Romero to raise his right hand and be sworn in.

Councilor Romero advised the item was taken to council for publication and then taken for adoption with recommendations to change “docket fees to court fees”.

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

Michael L. Montoya	Yes	Elaine Rodriguez	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to approve the adoption of Ordinance 21-01 with the recommended changes from “docket fees to court fees”. Councilor Rodriguez seconded the motion.

Ordinance 21-01 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 21-01

AN ORDINANCE TO AMEND the Code of the City of Las Vegas by amending the court fees collected by the Municipal Court in Section 20-13(A). This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. *The Code of the City of Las Vegas, Section 20-13(A) is hereby amended to change the “court fee” of twenty dollars (\$20.00) to forty dollars (\$40.00) to read as follows:*

20-13(A) Court Fee. The Municipal Court shall collect forty dollars (\$40.00) as and for a court fee from any person or entity filing a complaint for violation of any City ordinance except that no such fee shall be collected from the City Attorney for the City of Las Vegas, a municipal code enforcement officer, a municipal Fire Department employee acting in their role as such an employee, a campus security officer acting in their role as such an officer, or a full-time salaried City of Las Vegas, county or state law enforcement officer, when the complaint is filed on behalf of a governmental entity. The Municipal Court may grant free process to any private party upon a showing of indigence. The Municipal Court may deny free process if it finds that the complaint, on its face, fails to sufficiently state a cause of action.

Section 2. *For each \$40.00 court fee, \$20.00 shall specifically go to the City's general fund, \$15.00 shall specifically go to the City funds used for public safety purposes, and \$5.00 shall specifically go to the City funds marked for the Municipal Court.*

Section 3. *Full Force and Effect. Except as specifically amended above, Section 20-13 shall remain in full force and effect.*

Section 4. *Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.*

Section 5. *Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.*

PASSED, ADOPTED and ENACTED this ____ day of February, 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes		

City Clerk Fresquez advised the motion carried.

2. Conduct a Public Hearing and adopt Ordinance No. 20-18, amending Ordinance 17-11 to modify the loan agreement with the New Mexico Environment Department for the WasteWater Treatment Plant lift stations.

Councilor Romero made a motion to enter into Public Hearing to discuss business item 2. Councilor Rodriguez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriguez	Yes		

City Clerk Fresquez advised the motion carried.

City Attorney Aaron asked Utilities Director Maria Gilvarry to raise her right hand and be sworn in.

Utilities Director Gilvarry advised the ordinance would allow the fund package from NMFA to increase for the lift station projects.

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

Elaine Rodriguez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to approve the adoption of Ordinance 20-18 with a correction of a typo from "\$15,000 to \$150,000". Councilor Romero seconded the motion.

Ordinance 20-18 was presented as follows:

ORDINANCE NO. 20-18

AN ORDINANCE AUTHORIZING THE CITY OF LAS VEGAS (CITY) TO AMEND ORDINANCE NO. 17-11 FOR THE PURPOSE OF INCREASING LOAN FUNDS OF THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN NUMBER CWSRF LOAN 071.

WHEREAS, pursuant to Ordinance No. 17-11, the City of Las Vegas was authorized by the Governing Body to enter into a loan agreement with NMED for the purpose defined in the most current project description form as approved by NMED; loan funds in a principal amount not to exceed \$350,000.00; and Loan Subsidy Grant funds in the amount of \$100,000.00; the total funded amount of \$450,000.00.

WHEREAS, Section 6. Authorization of Loan Agreement; Subsection A and B; of Ordinance No. 17-11 specifically states that the amount of the loan shall not exceed \$350,000.00 Loan Principal; and \$100,000.00 Loan Subsidy Grant funds without the adoption by the Governing Body of a new Ordinance, amending Ordinance No. 17-11; and

WHEREAS, the Governing Body has determined that it is to the best interest of the City to increase the Loan Funds Package to the Loan Principal amount \$850,000.00; Loan Subsidy Grant Funds amount \$150,000.00; the total funding amount of \$1,000,000.00 and

WHEREAS, the NMED has agreed to increase the loan funding package amount under the same terms and conditions set forth for the original loan.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, that:

Ordinance No. 17-11 be amended to a total funding package of \$1,000,000.00 for CWSRF Loan 071 under the same terms and conditions set forth for the original loan.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2021.

City of Las Vegas

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:

Scott Aaron, City Attorney

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

Elaine Rodriguez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

3. Conduct a Public Hearing and request approval of application for a transfer of ownership of Dispenser Liquor License numbers 0123, 0194, 0406 and 0757.

Councilor Romero made a motion to enter into Public Hearing to discuss business item 3. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriquez	Yes		

City Clerk Fresquez advised the motion carried.

City Attorney Aaron asked City Clerk Fresquez, Legal Counsel Linda Aikin and Police Chief Crespin to raise their right hand and be sworn in.

City Clerk Fresquez advised the Public Hearing and Zoning requirements were all met and the application was only for a transfer of ownership of Dispenser Liquor License from Allsup's to the new Corporation.

Legal Counsel Aikin advised they would continue to do business as Allsup's.

Councilor Montoya asked for input from Police Chief Crespin.

Police Chief Crespin advised it was reviewed and was good to go.

Councilor Montoya made a motion to exit Public Hearing and return to regular session. Councilor Rodriguez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to approve the application for a transfer of ownership of Dispenser Liquor License numbers 0123, 0194, 0406 and 0757 with existing liquor sales not after 10 pm. Councilor Rodriguez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	Elaine Rodriguez	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution No. 21-05 declaring drug abuse, alcohol abuse and addiction a public health crisis in the City of Las Vegas.

San Miguel County Sheriff Chris Lopez and Local Collaborative Members gave a presentation regarding the drug abuse, alcohol abuse and addiction health crisis in the City of Las Vegas and partnerships to help with the public health crisis.

Councilor Rodriguez asked about moving beyond treatment and how they could assist with employment.

Mayor Trujillo advised the law enforcement diversion program would be a big factor in the treatment program to help people be employable.

Councilor Montoya advised he was in full support.

Councilor Montoya made a motion to approve resolution 21-05. Councilor Montoya seconded the motion.

Resolution 21-05 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 21-05

A RESOLUTION DECLARING DRUG ABUSE, ALCOHOL ABUSE AND ADDICTION A PUBLIC HEALTH CRISIS IN THE CITY OF LAS VEGAS, NM

WHEREAS, the crises caused by the COVID-19 epidemic has intensified already serious mental health, drug abuse, alcohol abuse and addiction problems within the City of Las Vegas (the "City");

WHEREAS, the effects of drug and alcohol abuse are devastating to the addicted, their families, friends and the community as a whole;

WHEREAS, deaths resulting from drug abuse, alcohol abuse and addiction are at historically high levels never before seen in the City;

WHEREAS, the economic effects of drug abuse, alcohol abuse and addiction on the City are devastating, including the burden on health, law enforcement and detention resources;

WHEREAS, detoxification and treatment are crucial elements in the fight against drug abuse, alcohol abuse and addiction; the City lacks public detoxification and treatment facilities;

WHEREAS, the City is engaged in joint efforts with the County of San Miguel, and several other agencies to open detoxification and treatment facilities within the community;

WHEREAS, the City will partner with the County of San Miguel and other state and local entities in an effort to address more available access to behavioral health services, including those directed at mental health, drug abuse, alcohol abuse and addiction;

WHEREAS, our local law enforcement agencies and justice partners to include Las Vegas Police Department, San Miguel County Sheriff's Office, 4th Judicial District Attorney's Office and the 4th Judicial District Court have been working together with our health care providers to create a Law Enforcement Assisted Diversion (LEAD) program within the community, which will provide direct access to services directed at substance abuse for those who come into contact with law enforcement and qualify for the program;

WHEREAS, the City has supported NALOXONE programming, in which all public safety agencies within the City carry and have been trained in the administration of NALOXONE, to counter opiate overdoses; and

WHEREAS, the problem of drug abuse, alcohol abuse and addiction is regional and demands cooperation and resources from all levels of government, as well as from the non-profit and private sectors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference, and the Governing Body finds and agrees as follows:

- 1. Drug abuse, alcohol abuse and addiction are a public health crisis in the City; and*
- 2. The City declares its commitment to intensify and expand its fight against drug abuse, alcohol abuse and addiction; and*
- 3. The City declares its commitment to a regional approach, incorporating all levels of government, as well as private and non-profit sectors, in the fight against drug abuse, alcohol abuse and addiction.*
- 4. The City will partner with Mora-San Miguel-Guadalupe Local Collaborative 4 (MSG-LC4) to serve as a local government partner in an effort to achieve the creation of the Northeastern Regional Crisis and Treatment Center.*
- 5. The City recognizes the importance of acquiring a treatment center to serve and address the mental health and addiction needs of our community by adopting the Northeastern Regional Crisis and Treatment Center, and the City will work with the its partners regarding such a treatment center.*
- 6. The City hereby establishes a partnership with San Miguel County and all other entities involved in an effort to ensure the development, sustainability and long-term support of a treatment facility through a coordinated regional approach.*

APPROVED AND ADOPTED this ____ day of February, 2021.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriguez	Yes		

City Clerk Fresquez advised the motion carried.

Mayor Trujillo recognized and thanked San Miguel County Sheriff Chris Lopez, Matthew Probst, Yolanda Cruz and everyone who is working hard on the program.

5. Request approval of Resolution No. 21-06 making a mid-year budget adjustment in the 2020-2021 fiscal year budget.

Finance Director Jesus Baquera advised the mid year budget adjustment would be for fund 101 for \$750,000, 216 for \$135,000 and out of the \$135,000 a transfer of \$40,000 to fund 214.

Councilor Romero made a motion to approve resolution 21-06. Councilor Montoya seconded the motion.

Resolution 21-06 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 21-06

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2020-2021 FISCAL YEAR

WHEREAS, the Governing Body of Las Vegas has developed a budget adjustment request for fiscal year 2020-21; and

WHEREAS, said budget was developed on the basis of increases in revenues, expenditures through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2020-2021 fiscal year budget to include a revenue and expense increase to fund 101 General fund in the amount of \$750,000.00 as well as an increase to revenue and expense in 216 Streets Fund in the amount of \$135,000.00 and a transfer from 216 Streets Fund to 214 Street Coop in the amount of \$40,000.00; and

WHEREAS, the Governing Body finds that the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2020-21.

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

APPROVED AND ADOPTED this ____ day of February 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

Elaine Rodriquez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

6. Request approval of Lodger's Tax Board recommendation of additional funding of the Wayfinding project to support completing Phase 1 for 15 signs in the amount of \$11,000.00.

Community Development Director Bill Hendrickson advised the \$11,000 would cover the purchase of the signs.

Councilor Rodriquez advised residents concerns regarding funding going towards the Plaza area and not towards non Plaza businesses.

Discussion took place regarding the signs directing visitors to the historical district areas.

Councilor Montoya advised he shares the same concerns and asked where they stand with the \$52,000 that had already been approved.

Community Development Director Hendrickson advised they have not used the \$52,000.

Councilor Montoya commented on businesses in his ward being left out and \$7,000 being spent before the City transferred money.

Community Development Director Hendrickson advised monies had been spent.

Mayor Trujillo advised the Wayfinding project was planned, took years to develop and it would be an injustice to throw away the project and all the money that has gone into it. Mayor Trujillo advised businesses on 7th Street have billboards to direct people to them.

Discussion took place regarding why they are requesting an additional \$11,000, how much was spent on the Wayfinding project and concerns if the proper procurement was followed.

Councilor Romero made a motion to table item number 6 to get more clarification regarding if procurement was followed, specifications of the designs and prices of the signs and bring it back on the February 17th Council meeting. Councilor Rodriquez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriquez	Yes		

City Clerk Fresquez advised the motion carried.

7. Request approval of Lodger's Tax Board recommendation for the leasing of two billboards on I-40 for 1 year.

Community Development Director Hendrickson gave a presentation regarding advertising Las Vegas and attracting visitors from I-40.

Discussion took place regarding changing the design of the billboard and the possibility of not having the billboard.

Andy Kingsbury stated the design was to capture the outdoors, some hotels and historic buildings.

Councilor Montoya advised it is not effective to have billboards on I-40 because it goes from east to west and most of the traffic are truckers. Councilor Montoya also stated during the pandemic he doesn't see people coming to Las Vegas for a vacation and doesn't think it's the right time.

Discussion took place regarding the approval of past billboards never being put up and why they're going through Las Vegas First instead of handling it internally with the Media Coordinator.

Councilor Montoya made a motion to disapprove the Lodger's Tax Board recommendation for the leasing of two billboards on I-40 for 1 year. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

8. Request approval of Resolution No. 21-02, a resolution authorizing the appraisal of property located at 626 Sixth Street, Las Vegas, New Mexico.

Community Development Director Bill Hendrickson advised it would be a good idea to find out what the value is of the Old City Hall building.

Councilor Montoya made a motion to approve resolution No. 21-02 and strikeout paragraphs 1, 2 and 3 and move forward with the appraisal of the property to find out what their options would be. Councilor Rodriquez seconded the motion.

Resolution 21-02 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 21-02

A RESOLUTION AUTHORIZING THE APPRAISAL OF CITY OWNED PROPERTY DESCRIBED AS PER ATTACHED SURVEY

WHEREAS, the City of Las Vegas ("City") is the record owner of that certain property located at 626 Sixth Street, which is the former Las Vegas Police/Fire Department. Property is approximately 80' wide x 125' in length as shown on attached survey completed by Mr. Beisman.

WHEREAS, the City desires to sell, and Mr. Bryan Berg desires to purchase, the Property pursuant to NMSA 3-54-1 and City Resolution 06-08; and

WHEREAS, the sale of the Property requires that the property be appraised and that proposals for appraisal services for said property be obtained; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals and exhibits are incorporated herein by reference, and the Governing Body hereby approves and instructs the Community Development department to obtain an appraisal of the Property to determine the value of the property.

APPROVED AND ADOPTED this ____ day of February, 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes		

City Clerk Fresquez advised the motion carried.

9. Request approval to accept the transfer of 2 sets of playground equipment from the Las Vegas City Schools.

Councilor Romero made a motion to approve the transfer of 2 sets of playground equipment from the Las Vegas City Schools. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Elaine Rodriquez	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Montoya thanked City Manager Taylor for going with him to present the request for the equipment before the Las Vegas City School Board and advised the equipment would be placed at a City park that is in need. Councilor Montoya also thanked Mayor, Council, Las Vegas City Schools Superintendent Larryssa Archuleta, Chairman Duran and the Board.

10. Request to purchase a mini hydraulic excavator for the gas division.

Councilor Montoya made a motion to approve the purchase of a mini hydraulic excavator for the gas division. Councilor Romero seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

11. Request to purchase a 420-backhoe loader for the water division.

Utilities Director Maria Gilvarry spoke about the warranties.

Councilor Romero made a motion to approve the purchase of a 420-backhoe loader for the water division. Councilor Rodriguez seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

12. Request to award request for proposals #2021-11 for Flygt pump maintenance service for the City of Las Vegas fluid pumps as needed to JCH, Inc.

Councilor Romero made a motion to approve the award request for proposals #2021-11. Councilor Montoya seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Councilor Montoya apologized to San Miguel Chairman Harold Garcia and Rocky Romero for not being allowed to speak.

EXECUTIVE SESSION

Councilor Montoya made a motion to convene into executive session for the purpose of discussing personnel matters pertaining to employees on the organizational chart, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Rodriquez seconded the motion. Councilor Romero asked for the maker of the motion to include matters subject to the attorney client privilege pertaining to threatened or pending litigations 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. Councilor Montoya agreed to include threatened or pending litigation in his motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and also for matters subject to the attorney client privilege pertaining to threatened or pending litigations 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 and only those matters specified were discussed and no action was taken. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes		

City Clerk Fresquez advised the motion carried.

ADJOURN

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

Elaine Rodriquez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 9:55 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD
ON WEDNESDAY, FEBRUARY 17, 2021 AT 5:30 P.M.- VIRTUAL MEETING HELD BY
VIDEO CONFERENCE VIA GOOGLE MEET**

MAYOR: Louie A. Trujillo

COUNCILORS: David Romero
Elaine Rodriquez
Michael Montoya
David Ulibarri, Jr.

ALSO PRESENT: William Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Adrian Crespin, Sergeant at Arms

Meeting started at 5:35 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. thanked all City employees, also those who were keeping the streets clean, he hoped they were all safe and prayers went out for all families who were going through sickness.

APPROVAL OF AGENDA

City Clerk Fresquez advised she had an addition to Mayor's appointments, and she sent an updated list of appointments to Council via email, adding the Film Commission and Museum Board. She stated there were additional members added.

City Clerk Fresquez stated for informational purposes that the Business items on the agenda were numbered incorrectly with two #3s, informing on the second page, #3 would be #4 and so forth, resulting in there being 8 business items.

Councilor Romero made a motion to approve the agenda with those changes. Councilor Montoya seconded the motion. Mayor Trujillo asked if all were in favor. All were in favor and the motion passed.

Mayor Trujillo stated that there was an issue with the Extraterritorial Planning Commission regarding delay of appointments until ordinances would be updated.

City Attorney Scott Aaron informed that he spoke with the County Commissioner and Chairman of the Extraterritorial Planning Commission Harold Garcia in regard to updating an old agreement made back in 1984, in order to be in compliance with the state statute. He stated there was also an extraterritorial zoning ordinance that was adopted by both the city and the county in 1988 that needed updating and was working with the County Attorney and this was the reason for the delay of appointments.

Councilor Montoya recommended that County Commissioner Harold Garcia be appointed to the ETZ Commission.

PUBLIC INPUT

City Clerk Fresquez read into the record, a public input received via email from Pat Leahan, with Las Vegas Peace & Justice in regard to the support of the proposed Youth Commission.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

- Appointments to the following Commissions and Committees:
 - ▶ Marketing Committee
 - ▶ Extra Territorial Zoning Commission
 - ▶ Youth Commission

Councilor Romero asked City Clerk Fresquez regarding the additional appointees, was the public notified with enough time in order for them to take action on the commissions or boards?

City Clerk Fresquez stated the appointments had been added right after the packets had gone out and emailed to the Council.

Councilor Montoya made a motion to approve the appointments of the Marketing Committee, Youth Commission, Film Commission, and Museum Board and stated that the Extra Territorial Zoning Commission would be brought back at a later date. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	No	Elaine Rodriquez	Yes
Michael Montoya	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo stated he was very pleased with putting out the Youth Commission and felt it was very important for these young people to have a voice and made a suggestion of having a representative from the Youth Commission in joining the Council at the table. He thanked Pat Leahan for her work in putting this together.

Councilor Montoya wanted to advise the public that this was the first time there was full strength on City commissions and boards and Council was more than glad to receive their input and recommendations.

Mayor Trujillo stated to City Clerk Fresquez for the record that he was made aware that the agenda did not have the additional boards, and asked if it was fair to move on or should they not do the last two and wait until the next meeting?

City Clerk Fresquez stated that the agenda was approved with an amendment adding the additional appointments.

Councilor Montoya advised they received the additional members via email.

Councilor Romero advised that he did receive it also, and the reason why he voted no was that he was just made aware that even now, those items were not on the website and that was his concern.

Mayor Trujillo asked City Attorney Aaron for his advice on this issue.

City Attorney Aaron stated that it would be fine to move forward with it.

COUNCILORS' REPORTS

None at this time.

CITY MANAGER'S REPORT

City Manager Taylor reported on current ongoing projects as follows:

-Impact Analysis Complete for Park & Sports Complex at Rodriguez Park

-Movie/TV Show filming in Las Vegas w/ positive economic impact

-Covid Safe Practice Flyer (English/Spanish) to be included in Utility bills

-Special Events: Fiestas (Contingent on opening up (Covid safety)

-Volunteers needed: Covid Testing @ Rec. Ctr.

-Covid Relief Legislation- future updates from Congresswoman Teresa Leger

-Mtn. View, West National & Keen St.: paving & repair continues

Mayor Trujillo informed that along with Mayor Pro Tem Romero, he would be holding a Town Hall meeting next Wednesday regarding filming in the City and would give the business community the opportunity to bring discussion, questions or concerns they had and encouraged them to attend.

PRESENTATIONS

Executive Director for the New Mexico Municipal League AJ Forte gave a presentation, updating Mayor and Council on New Mexico House Bill 4.

Brief discussion and questions took place regarding amendments, need of reform and support of opposition on House Bill 4.

Utilities Director Maria Gilvarry gave a detailed presentation on the process of delinquent customer billing.

Discussion and questions took place regarding Covid related billing leniency, providing customers with assistance information, collecting past debts and plans to restart the Love Your Neighbor Fund for customers.

Mayor Trujillo stated the City went above and beyond to help customers and encouraged the public to call the City if they needed to make payment arrangements on their Utility bill.

FINANCE REPORT

Finance Director Jesus Baquera presented the Finance Report for the month ending January 31, 2021 reporting the General Fund revenue at 70%, expenditures at 50% with surplus at a little over 1 million dollars. He advised the Enterprise Funds revenue came in at 54%, expenditures were at 45% and surplus at \$346,988. He reported the Recreation Department revenue at 52%, expenditures came in at 44% and surplus was \$16,233 and also reported that Lodgers Tax revenue was at 177%, expenditures at 25% and surplus at 133,395.

Mayor Trujillo asked Mr. Baquera if there was anything of concern in the budget that should be brought to the attention of the Council.

Mr. Baquera stated there were no concerns to be brought to Council regarding the budget.

Councilor Montoya asked where the budget reflected the \$70,000.00 received for the Recreation Center Little Leagues project and asked if we were near the projections of what had been appropriated, even though it had been closed most of the time due to Covid.

Mr. Baquera stated that he did not see it there, that he would have to research it and let him know and advised that the projections were reflected in the actuals.

Councilor Montoya mentioned several department needs that were part of the mid-year budget adjustment of \$750,000 (business item) at the last meeting. He apologized for the lack of discussion at that time, due to having a full agenda.

BUSINESS ITEMS

1. Request to Publish Ordinance No. 21-02 an ordinance granting to Public Service Company of New Mexico (PNM), a New Mexico Corporation, a franchise to furnish electricity within the City of Las Vegas, San Miguel County, New Mexico and granting to PNM, the right to use any public Highway, street, alley, road or other public place within the present or future municipal limits of the City of Las Vegas.

City Clerk Casandra Fresquez advised that PNM had reviewed and approved the proposed franchise agreement. Franchise fee would remain at 3% for a term of 20 years. The effective date of Ordinance 21-02 will be at least thirty days after it is adopted in accordance with NMSA 3-42-1. She advised that Jamie Aranda from PNM was available to answer questions.

Brief discussion and questions took place regarding the 3% fee and thanks were given to PNM for their tremendous customer service to our community during this pandemic and at the time of outages during the recent snow storm.

Councilor Montoya made a motion to approve to publish Ordinance 21-02 an ordinance granting to Public Service Company of New Mexico (PNM), a New Mexico Corporation, a franchise to furnish electricity within the City of Las Vegas, San Miguel County, New Mexico and granting to PNM, the right to use any public Highway, street, alley, road or other public place within the present of future municipal limits of the City of Las Vegas. Council Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David Romero	Yes
Michael Montoya	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried and added that the agreement would be brought to the next meeting with the intent to adopt.

2. Request to Publish Ordinance No. 21-03 an ordinance to grant the Mora-San Miguel Electric Cooperative, Inc., a New Mexico corporation ("Coop"), a franchise to furnish electricity within the City of Las Vegas ("City"), San Miguel County, New Mexico, and granting to Coop, the right to use any public highway, street, alley, road or other public place within the present or future municipal limits of the City.

City Clerk Fresquez advised that the proposed franchise agreement was reviewed and approved by the Board of Trustees for Mora-San Miguel Electric Cooperative, Inc. The franchise fee will increase from 2% to 3% for a term of 25 years. The effective date of Ordinance 21-03 is at least thirty days after it is adopted in accordance with NMSA 3-42-1. She advised that Les Montoya with Mora-San Miguel Electric Coop was available for questions.

Les Montoya advised they were updating the status of the franchise agreement, they were holding up to their responsibility and the importance of informing the community of the agreement. He added that the increase of 2% to 3% would be seen directly by the customer.

Brief discussion and questions took place regarding the franchise fee and how much it would generate annually. Thanks were given to the Mora-San Miguel Electric Cooperative for their service to the community and to Les Montoya for his past long time service as City of Las Vegas City Manager.

Councilor Ulibarri, Jr. made a motion to approve to publish Ordinance No. 21-03 an ordinance to grant the Mora-San Miguel Electric Cooperative, Inc., a New Mexico corporation ("Coop"), a franchise to furnish electricity within the City of Las Vegas ("City"), San Miguel County, New Mexico, and granting to Coop, the right to use any public highway, street, alley, road or other public place within the present or future municipal limits of the City. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Elaine Rodriguez	Yes
Michael Montoya	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

Les Montoya made a recommendation that would benefit the City regarding the repair of non-working street lights by contacting PNM to reset those particular poles.

Mayor Trujillo advised City Manager Taylor to give Police Chief Adrian Crespín a directive to make a list of all the streetlights that were out, within the next week.

3. Request approval of Lodger's Tax Board recommendation of additional funding of the Wayfinding project to support completing Phase 1 for 15 signs in the amount of \$11,000.00.

Community Development Director Bill Henderickson/Lodgers Tax Chairman Krutik Bhakta advised that at the last council meeting, Council continued this business item for the next council meeting requesting that additional information be provided. Total funding from the Lodger's Tax budget for the Wayfinding Project will increase from \$52,000 to \$63,000. He gave a brief overview of procurement and a project update regarding the signage.

Lengthy discussion and questions took place regarding the status of the \$52,000 funding, inclusion of other entities benefiting from Lodgers Tax funding, project delays taken place and the potential of the Wayfinding project to benefit all the community.

Councilor Romero stated he was in full support of this project although he was concerned regarding the process of acquiring quotes and felt that other companies were not given the opportunity to quote.

Mr. Hendrickson advised they would look into the matter of quoting other companies.

Councilor Romero made a motion to approve of Lodger's Tax Board recommendation of additional funding of the Wayfinding project to support completing Phase 1 for 15 signs in the amount of \$11,000.00 with the conditions that either we RFP because it is over \$60,000 or we go with the CES Vendor in which we do not have to RFP.

Councilor Montoya asked for clarification of the motion.

Councilor Romero clarified the motion.

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

Elaine Rodriguez	Stepped away	Michael Montoya	Yes
David Ulibarri, Jr.	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval of the preliminary plan to modify City property located adjacent to business parking lot on Douglas for public parking.

Community Development Director Bill Hendrickson advised that Carlos Lopez, owner and contractor of the new Buffalo Hall Restaurant/Tap Room/Game room on Grand Avenue, corner of Douglas & Grand Avenue would like to modify city property located adjacent to business parking lot on Douglas for public parking. Final plan subject to approval by the City.

Mr. Lopez gave a brief overview of the proposed plan of modifications to the property for public parking.

Brief discussion and questions took place regarding the alignment/repair of sidewalks and of Utility lines on said property.

Councilor Montoya stated to Mr. Henderickson that he was making a second request to his department in regard to providing material that they could read and that it was hard to make determinations when you couldn't see what you were reading.

Councilor Romero made a motion to approve the preliminary plan to modify City property located adjacent to business parking lot on Douglas for public parking with the conditions that an MOU would be developed by the City Attorney and agreed by both parties. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
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Elaine Rodriguez -Abstained

David Romero

Yes

City Clerk Fresquez advised the motion carried.

5. Request approval for modifying /moving/removing the planted islands that now exist within the Depot Parking Lot.

Community Development Director Bill Hendrickson advised the Great Blocks plan for Lincoln Avenue and Railroad included construction of bump outs for the sidewalks at the Depot entrance. Council and NM Mainstreet have approved these plans. However, this may not have anticipated the requirement for modifying/moving/removing the planted islands that now exist within the Depot parking lot. Removing the island at Railroad will be accomplished by the Great Blocks contract. Removing the inner island will be a cost to the City.

Mr. Henderickson presented several concepts of the proposed project to Council.

Brief discussion and questions took place regarding the additional parking and cost of the Great Blocks plan (\$600,000).

Councilor Montoya made a motion to approve for modifying/moving/removing the planted islands that now exist within the Depot Parking lot with clarification of selecting Concept #1. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriguez

Yes

David Ulibarri, Jr.

Yes

David Romero

Yes

Michael Montoya

Yes

City Clerk Fresquez advised the motion carried.

6. Request approval of Resolution No. 21-03 applying for and assuring matching funds for the Municipal Arterial Program grant (MAP) for a total amount of \$700,000.00.

Public Works Manager Daniel Gurule advised that the City of Las Vegas would be contributing their share of 25% (175,000.00), New Mexico Department of Transportation's share being 75% (\$525,000.00) for the Planning, Designing, Construction, Reconstruction, Pavement Rehabilitation, Construction

Management, Drainage Improvements and Misc. Improvements to Mountain View Drive.

Mayor Trujillo wanted to recognize and thank City staff for keeping the roads clean and keeping our citizens safe during this snow storm.

Councilor Montoya made a motion to approve Resolution No. 21-03 applying for and assuring matching funds for the Municipal Arterial Program grant (MAP) for a total amount of \$700,000.00. Councilor Rodriguez seconded the motion.

Resolution 21-03 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-03

A RESOLUTION TO APPLY FOR AND ACCEPT A GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR MOUNTAIN VIEW DRIVE

WHEREAS, the City of Las Vegas ("City") has applied to the New Mexico Department of Transportation ("NMDOT") for a Municipal Arterial Program (MAP) grant (the "Grant") for planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction; and

WHEREAS, the City expects the amount of the project to be a total of \$700,000.00; and

WHEREAS, the City would have to contribute 25% (\$175,000.00) in order to receive the Grant of (75%) \$525,000.00 for a total amount of \$700,000.00 excluding New Mexico gross receipts tax; and

WHEREAS, improvements are needed on Mountain View Drive for the safety and well being of the residents of the City and others who use Mountain View Drive; and

WHEREAS, if the City is successful in receiving the Grant, it will be used for road improvements on Mountain View Drive; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Mountain View Drive.

APPROVED AND ADOPTED this _____ day of February, 2021.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

Scott Aaron, City Attorney

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

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes	Elaine Rodriquez	Yes

City Clerk Fresquez advised the motion carried.

7. Award request for bids #2021-12 for the Waste Water Treatment plant utility truck to Nesco LLC.

Utilities Director Gilvarry advised there were four bidders and Nesco LLC was the lowest bidder at \$89,250.00, which will be paid out of budget line item number 611-0000-650-8007 through city funding. She added this truck would assist the Waste Water department in maintaining the pumps throughout the community and at the plant.

Councilor Romero made a motion to award request for bids #2021-12 for the Waste Water Treatment plant utility truck to Nesco LLC. Councilor Rodriquez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	Michael Montoya	Yes
David Romero	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

8. Request the creation of a Business Advisory Committee.

Mayor Louie Trujillo advised that the Business Advisory Committee is a means for the business community to communicate with the City on business policies and practices.

Councilor Montoya advised he would be in favor of something like this although he would have to make sure that every ward would be equally represented and advised he had 40 businesses in his ward and not too much representation.

Mayor Trujillo asked Councilor Montoya to provide two names that may be considered for the advisory committee.

Councilor Romero advised he supported this idea and recommended that guidelines be set by the City Attorney in order for the committee to focus and have direction to follow.

Mayor Trujillo advised that he could create a Mission Statement that the committee could stay in line with.

Councilor Ulibarri, Jr. asked how many Councilors could serve in the committee.

Mayor Trujillo stated that Councilor Romero had expressed concern and if he was interested to serve he would entertain that too.

Councilor Romero made a motion to approve the creation of a Business Advisory Committee. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	Elaine Rodriguez	Yes
David Ulibarri, Jr.	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Romero made a motion to go into Executive Session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
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Elaine Rodriquez	Yes	David Romero	Yes
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City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit Executive Session and reconvene to Regular Session and advised that only matters mentioned in the motion were discussed and no action was taken. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes	Michael Montoya	Yes

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Romero made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Ulibarri, Jr.	Yes
Elaine Rodriquez	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: March 10, 2021

Date Submitted: 2/22/21

Department: City Clerk

Item/Topic: Conduct a Public Hearing and Adopt Ordinance No. 21-02 an ordinance granting to Public Service Company of New Mexico (PNM), a New Mexico Corporation, a franchise to furnish electricity within the City of Las Vegas, San Miguel County, New Mexico and granting to PNM, the right to use any public Highway, street, alley, road or other public place within the present or future municipal limits of the City of Las Vegas. Publication requirements have been met.

Council approved the publication of the proposed ordinance on February 17, 2021 and publication requirements have been met.

Fiscal Impact: None

Attachments: Ordinance 21-02

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 Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____

Continued To: _____
Referred To: _____

Contract No. _____
Approved _____

Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO

Ordinance No. 21-02

AN ORDINANCE TO GRANT the Public Service Company of New Mexico, a New Mexico corporation (“PNM”), a franchise to furnish electricity within the City of Las Vegas (“City”), San Miguel County, New Mexico, and granting to PNM, the right to use any public highway, street, alley, road or other public place within the present or future municipal limits of the City. This Ordinance is an exercise of the City of Las Vegas home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

SECTION 1 DEFINITION

SECTION 2 SHORT TITLE

SECTION 3 GRANT OF FRANCHISE

SECTION 4 TERM

SECTION 5 FRANCHISE FEE

SECTION 6 CONSTRUCTION ACTIVITIES

SECTION 7 TREE TRIMMING, MAINTENANCE AND MOVING OF AERIALS

SECTION 8 INSURANCE AND INDEMNITY

SECTION 9 MISCELLANEOUS PROVISIONS

SECTION 10 ACCEPTANCE

SECTION 11 EFFECTIVE DATE

1. AN ORDINANCE GRANTING TO PUBLIC SERVICE COMPANY OF NEW MEXICO (“PNM”), A NEW MEXICO CORPORATION, A FRANCHISE TO FURNISH ELECTRICITY WITHIN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, AND GRANTING TO PNM, THE RIGHT TO USE ANY PUBLIC HIGHWAY, STREET, ALLEY, ROAD OR OTHER PUBLIC PLACE WITHIN THE PRESENT OR FUTURE MUNICIPAL LIMITS OF THE CITY OF LAS VEGAS.

2. SHORT TITLE. This Ordinance shall be known and may be cited as the “PNM Electric Franchise Ordinance.”

3. GRANT OF FRANCHISE.

3-1 Grant of Franchise. The City of Las Vegas, New Mexico (the “City”), a home-rule municipality created under Article X, Section 6 of the New Mexico Constitution, hereby grants to PNM, its successors and assigns (collectively referred to as “PNM”), the right and privilege to operate an electric utility and provide electric service within the municipal boundaries of the City, and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City, as existing now and hereafter extended, dedicated, annexed, owned or controlled by the City, including the right to construct, install, remove, change, expand, alter, improve, operate and maintain electric plant,

transmission and distribution system and facilities and all components thereof as may be necessary or reasonably convenient for the proper operation of such electric utility system.

3-2 Franchise Not Exclusive. The franchise rights and privileges extended by this grant shall never be construed or held to be exclusive. The City retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm or corporation and other electrical companies, including the City itself, electric franchise rights and privileges to be exercised in and upon its streets, highways, alleys, roads and other public places.

3-3 Jurisdiction of Public Regulation Commission. The New Mexico Public Regulation Commission has the sole authority in New Mexico to grant a company the right to provide electric service. The rates to be charged by PNM for furnishing electricity shall be those rates effective by tariffs filed with the New Mexico Public Regulation Commission, as the same may be amended from time to time, in accordance with the rules and regulations of the New Mexico Public Regulation Commission and the Statutes of the State of New Mexico.

4. **TERM.** The rights, privileges and franchise herein granted shall continue in full force and effect for the period of twenty (20) years from and after the date this Ordinance becomes effective. This Ordinance shall be subject to any and all State or Federal legislative enactments.

5. **FRANCHISE FEE.**

5-1 Franchise Fee: In consideration of the rights, privileges, and franchise hereby granted, PNM shall pay the City, from and after the date of the acceptance of this franchise, during January, April, July and October of each year during all the time these provisions shall remain in full force and effect, a total aggregate sum of an amount equal to three percent (3%) of the gross receipts which PNM receives from the sale of electricity within the municipal boundaries of the City as such boundaries exist as of the Effective Date, or as later expanded by the City pursuant to applicable law, provided that in the event of such expansion, the City provides PNM with written notice specifying such boundary expansion pursuant to Section 9-3 of this Agreement, for the next preceding three (3) months' period to residential and commercial customers as classified by PNM's rate schedules. PNM shall make payments on a quarterly basis on or before the 30th day following the close of each quarter.

5-2 Franchise Fee in Lieu of Other Taxes. The franchise fee and payments made hereunder are and shall be in lieu of any and all other franchise, license, privilege, occupation, excise or revenue taxes upon the business, revenue or property of PNM, or any part thereof, situated In the City during the term of this franchise, provided that ad valorem property taxes and special assessments for local improvements as well as

gross receipt taxes shall remain applicable. Without limiting the foregoing, the City does not waive the obligation of PNM to obtain all applicable permits and to comply with codes, ordinances and regulations governing the operation, maintenance and construction of its System.

6. CONSTRUCTION ACTIVITIES.

6-1 Excavations. PNM shall have the right to excavate any public highway, street, alley, avenue, thoroughfare, road, pavement, sidewalk and other public places and public rights-of-way now or hereafter dedicated, owned or controlled by the City within its municipal boundaries, as now existing or hereafter extended as necessary for the construction, operation and maintenance of the electric utility system and the facilities and components associated therewith.

Except as otherwise provided by state law or regulation, all construction activities of PNM within the municipal limits of the City shall be done in compliance with the then-applicable applicable planning and zoning rules, regulations, ordinances or orders of the City and any other agency having jurisdiction.

6-2 Restoration. There shall be no unreasonable delay in the backfilling of excavations by PNM under this Section 6, and all such excavations shall be restored by PNM in accordance with valid ordinances and regulations which may be adopted by the City to reasonably control and monitor such activities. If such ordinances and regulations are not adopted or effective, it shall then be the responsibility of PNM to restore such property, insofar as practicable, to the condition of such property immediately prior to the excavation.

6-3 Relocation. Any location or relocation of PNM's Facilities in the Public Rights-of-way reasonably required, caused or occasioned by any City project, including without limitation, the installation of storm drainage, landscaping, traffic facilities, and road reconstruction shall be at the cost of PNM. Nothing in the Ordinance shall be construed in any way to prevent the City from opening, grading, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City's public rights-of-way in which PNM has its facilities located. Prior to such activity and in the pre-design phase of any project, the City and PNM shall make a good faith effort to coordinate activities to avoid unnecessary cost for both parties. Except as otherwise provided by state regulation or law, PNM, at its expense, shall protect, support, temporarily disconnect, relocate or remove along under or over any street, alley or any other public place, PNM's equipment or facilities when notified in writing and reasonably required by the City for reasons of public safety, street or alley excavation, street or alley construction (including rerouting, improving and widening) or the change or establishment of street or alley grade. Notwithstanding the foregoing, this provision shall not apply to any

move, regrading, rerouting, improvement or widening is undertaken for the benefit or convenience of or at the request of a third party, including a private developer or development or any other person who develops property within the City in a manner which necessitates such regrading, rerouting, improving or widening of any street, avenue, easement, right-of-way, alley, highway, sidewalk, bridge or other structure or public place or ground, or in a manner which necessitates such construction, reconstruction, removal or relocation of traffic signal systems or utility systems owned or operated by or on behalf of the City. This section shall also be subject to any applicable state regulation or legislation affecting payment by a state or local public agency or body for certain relocation costs, or any other agreements with the City affecting relocation.

6-4 No Interference with Other Authorized Uses. PNM shall make a good faith effort in the conduction of its activities so as not to interfere with the activities of other franchisees. The City shall, in the grant of other franchises, require that said franchisees similarly conduct their activities to avoid interference with those of PNM.

7. TREE TRIMMING, MAINTENANCE AND MOVING OF AERIALS.

7-1 Tree Trimming and Obstructions. PNM shall have the right and authority to trim or remove trees or parts of trees overhanging or within any public way and to remove any obstruction within any public way in order to eliminate or minimize interferences with its lines, system, plant, equipment, service or facilities.

7-2 Moving Aerials. Whenever it becomes necessary to temporarily rearrange, remove, tower or raise any of PNM's aerial cables, wires, or other apparatus of PNM to permit the passage of any building, machinery or other object moved over the roads, streets, alleys, avenues, thoroughfares and public highways within the City, PNM will rearrange such aerial cables, wires, or other apparatus within a reasonable period after receiving written notice from the owner or contractor-mover who desires that said building, machinery or other objects be moved. All such notices must include the written approval of the City, must set forth in detail the route of movement of the building, machinery, or object, must state that the costs incurred by PNM for such activities will be borne by the contractor-mover and that the contractor-mover will indemnify and save both the City and PNM harmless from any and all damages of claims of whatsoever kind or nature caused directly or indirectly by such activities, and if required by PNM, must include a cash deposit or a good and sufficient bond in an amount reasonably acceptable to PNM to pay any and all such costs as estimated by PNM.

8. INSURANCE AND INDEMNITY.

8-1 Commercial General Liability Insurance. Throughout the term of this Agreement, PNM shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the city as additional insured and demonstrating that PNM has obtained the insurance required. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident.

8-2 Worker's Compensation Insurance. PNM shall maintain Worker's Compensation Insurance in such amounts as required by law.

8-3 Indemnification. PNM shall assume and pay for all judgments rendered against it for damages to persons or property resulting from the construction or cooperation of its electric business within the City, both present and as may be extended during the life of this PNM Electric Franchise Ordinance. PNM shall indemnify the City, its elected and appointed officers, employees and agents against all judgments against the City, its officers, agents and employees resulting from PNM's negligence in the construction, operation, maintenance or removal of PNM's electric facilities with the City.

9. MISCELLANEOUS PROVISIONS.

9-1 Reservation of Rights. By accepting this Ordinance, the City and PNM reserve all rights under federal and state law and regulation.

9-2 Inspection of PNM's Books. PNM shall make available to the City, upon ten (10) days written notice, such information directly pertinent only to the payment of the franchise fees pursuant to the terms of this Ordinance in such form as PNM can reasonably make available. Subject to New Mexico public records laws, any information that is provided to the City and/or that the City reviews in camera is confidential and proprietary and shall not be disclosed or used for any purpose, other than verifying and/or enforcing proper computation and payment of franchise fees in accordance with the terms of this Ordinance.

9-3 Changes in City's Municipal Boundaries. The City shall notify PNM in writing of any changes in the municipal boundaries of the City within thirty (30) days of any extension or contraction of such municipal boundaries becoming effective. Such notice shall be delivered to:

Public Service Company of New Mexico
Attn: Tax Department
MS 1025
414 Silver SW

Albuquerque, NM 87102

The notice shall provide a description of the new and former municipal boundaries. PNM shall have no obligation to calculate, collect or pay the franchise fee attributable to any newly extended municipal boundaries until thirty (30) days have elapsed from PNM's receipt of such notice.

9-4 Amendment and Addendum. At any time during the term of this Ordinance, the City or PNM may propose an amendment or addendum to the Ordinance by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment. Such amendment shall become effective upon adoption and passage of an amending Ordinance by the City in accordance with the requirements of local and state law.

9-5 Notices. For the purpose of this ordinance, notice to the City will be to:

City of Las Vegas
Attention: City Manager
1700 N. Grand Ave.
Las Vegas, NM 87701

With a copy to:

City of Las Vegas
Attention: City Attorney
1700 N. Grand Ave.
Las Vegas, NM 87701

City of Las Vegas
Attention: City Clerk
1700 N. Grand Ave.
Las Vegas, NM 87701

Notice to PNM will be to:

Public Service Company of New Mexico
Attn: Tax Department
MS 1025
414 Silver SW
Albuquerque, NM 87102

With a copy to:

PNM Resources Law Department
MS 0805
414 Silver SW

Albuquerque, NM 87102

Notice will be effective upon delivery at the above addresses until the City or PNM notifies the other, in writing, of a change in the address.

9-6 Severability. If any section, paragraph, sentence, clause, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

10. ACCEPTANCE

10-1 PNM to Accept. PNM shall, within thirty (30) days after the passage and approval of this Ordinance, record in the office of the County Clerk of the County of San Miguel, and file in the Municipal Clerk of the City of Las Vegas, New Mexico a written statement of acceptance duly signed and acknowledged by the proper officer of PNM authorized to execute such acceptance.

10-2 Failure to Accept. In the event such acceptance is not filed within said period, this Ordinance and the rights, privileges and franchise granted hereunder shall be terminated and void; provided, that the City may by resolution extend the time herein for the filing of such acceptance for an additional period.

10-3 Supersedes Prior Franchise. This Agreement, if accepted by PNM and hereinbefore provided, shall supersede, cancel and be in lieu of any and all other existing or prior grants of rights, permission and authority to PNM or any predecessor companies or assignors of PNM to construct, operate and maintain any system for the production, transmission, distribution and sale of electricity within the City.

11. EFFECTIVE DATE.

11-1 Effective Date. This Ordinance shall take effect on _____, _____ in accordance with statute (NMSA 3-42-1 franchises; authorization).

PASSED, ADOPTED AND ENACTED this _____ day of _____, 2021.

City of Las Vegas

Mr. Louie A. Trujillo, Mayor

Ms. Casandra Fresquez, Clerk of the City of
Las Vegas, New Mexico

ACCEPTED THIS _____ day of _____, 2020.

Public Service Company of New Mexico

By: _____

Title: _____



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

Meeting Date: March 10, 2021

Date Submitted: 2/22/21

Department: City Clerk

Item/Topic: Conduct a Public Hearing and Adopt Ordinance No. 21-03, an ordinance to grant the Mora-San Miguel Electric Cooperative, Inc., a New Mexico corporation ("Coop"), a franchise to furnish electricity within the City of Las Vegas ("City"), San Miguel County, New Mexico, and granting to Coop, the right to use any public highway, street, alley, road or other public place within the present or future municipal limits of the City.

Council approved the publication of the proposed ordinance on February 17, 2021 and publication requirements have been met.

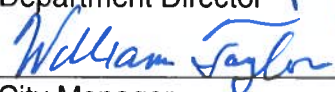
Fiscal Impact: Increased revenue of 1% (\$900.00) annually.

Attachments: Ordinance 21-03

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 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 _____

CITY OF LAS VEGAS, NEW MEXICO

Ordinance No. 21-03

AN ORDINANCE TO GRANT the Mora-San Miguel Electric Cooperative, Inc., a New Mexico corporation ("Coop"), a franchise to furnish electricity within the City of Las Vegas ("City"), San Miguel County, New Mexico, and granting to Coop, the right to use any public highway, street, alley, road or other public place within the present or future municipal limits of the City. This Ordinance is an exercise of the City of Las Vegas home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

- SECTION 1 DEFINITION**
- SECTION 2 SHORT TITLE**
- SECTION 3 GRANT OF FRANCHISE**
- SECTION 4 TERM**
- SECTION 5 FRANCHISE FEE**
- SECTION 6 CONSTRUCTION ACTIVITIES**
- SECTION 7 TREE TRIMMING, MAINTENANCE AND MOVING OF AERIALS**
- SECTION 8 INSURANCE AND INDEMNITY**
- SECTION 9 MISCELLANEOUS PROVISIONS**
- SECTION 10 ACCEPTANCE**
- SECTION 11 EFFECTIVE DATE**

- 1. AN ORDINANCE GRANTING TO MORA-SAN MIGUEL ELECTRIC COOPERATIVE, INC. ("COOP"), A NEW MEXICO CORPORATION, A FRANCHISE TO FURNISH ELECTRICITY WITHIN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, AND GRANTING TO COOP, THE RIGHT TO USE ANY PUBLIC HIGHWAY, STREET, ALLEY, ROAD OR OTHER PUBLIC PLACE WITHIN THE PRESENT OR FUTURE MUNICIPAL LIMITS OF THE CITY OF LAS VEGAS.**
- 2. SHORT TITLE.** This Ordinance shall be known and may be cited as the "Mora-San Miguel Electric Cooperative Franchise Ordinance."
- 3. GRANT OF FRANCHISE.**

3-1 Grant of Franchise. The City of Las Vegas, New Mexico (the "City"), a home-rule municipality created under Article X, Section 6 of the New Mexico Constitution, hereby grants to Coop, its successors and assigns (collectively referred to as "Coop"), the right and privilege to operate an electric utility and provide electric service within the municipal boundaries of the City, and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City, as existing now and hereafter extended, dedicated, annexed, owned or controlled by the City, including the right to construct, install, remove, change, expand, alter, improve, operate and maintain electric plant,

transmission and distribution system and facilities and all components thereof as may be necessary or reasonably convenient for the proper operation of such electric utility system.

3-2 Franchise Not Exclusive. The franchise rights and privileges extended by this grant shall never be construed or held to be exclusive. The City retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm or corporation and other electrical companies, including the City itself, electric franchise rights and privileges to be exercised in and upon its streets, highways, alleys, roads and other public places.

3-3 Jurisdiction of Public Regulation Commission. The New Mexico Public Regulation Commission has the sole authority in New Mexico to grant a company the right to provide electric service. The rates to be charged by Coop for furnishing electricity shall be those rates effective by tariffs filed with the New Mexico Public Regulation Commission, as the same may be amended from time to time, in accordance with the rules and regulations of the New Mexico Public Regulation Commission and the Statutes of the State of New Mexico.

4. **TERM.** The rights, privileges and franchise herein granted shall continue in full force and effect for the period of twenty-five (25) years from and after the date this Ordinance becomes effective. This Ordinance shall be subject to any and all State or Federal legislative enactments.

5. **FRANCHISE FEE.**

5-1 Franchise Fee: In consideration of the rights, privileges, and franchise hereby granted, Coop shall pay the City, from and after the date of the acceptance of this franchise, during January, April, July and October of each year during all the time these provisions shall remain in full force and effect, a total aggregate sum of an amount equal to three percent (3%) of the gross receipts which Coop receives from the sale of electricity within the municipal boundaries of the City as such boundaries exist as of the Effective Date, or as later expanded by the City pursuant to applicable law, provided that in the event of such expansion, the City provides Coop with written notice specifying such boundary expansion pursuant to Section 9-3 of this Agreement, for the next preceding three (3) months' period to residential and commercial customers as classified by Coop's rate schedules. Coop shall make payments on a quarterly basis on or before the 30th day following the close of each quarter.

5-2 Franchise Fee in Lieu of Other Taxes. The franchise fee and payments made hereunder are and shall be in lieu of any and all other franchise, license, privilege, occupation, excise or revenue taxes upon the business, revenue or property of Coop, or any part thereof, situated in the City during the term of this franchise, provided that ad valorem property taxes and special assessments for local improvements as well as gross

receipt taxes shall remain applicable. Without limiting the foregoing, the City does not waive the obligation of Coop to obtain all applicable permits and to comply with codes, ordinances and regulations governing the operation, maintenance and construction of its System.

6. CONSTRUCTION ACTIVITIES.

6-1 Excavations. Coop shall have the right to excavate any public highway, street, alley, avenue, thoroughfare, road, pavement, sidewalk and other public places and public rights-of-way now or hereafter dedicated, owned or controlled by the City within its municipal boundaries, as now existing or hereafter extended as necessary for the construction, operation and maintenance of the electric utility system and the facilities and components associated therewith.

Except as otherwise provided by state law or regulation, all construction activities of Coop within the municipal limits of the City shall be done in compliance with the then-applicable applicable planning and zoning rules, regulations, ordinances or orders of the City and any other agency having jurisdiction.

6-2 Restoration. There shall be no unreasonable delay in the backfilling of excavations by Coop under this Section 6, and all such excavations shall be restored by Coop in accordance with valid ordinances and regulations which may be adopted by the City to reasonably control and monitor such activities. If such ordinances and regulations are not adopted or effective, it shall then be the responsibility of Coop to restore such property, insofar as practicable, to the condition of such property immediately prior to the excavation.

6-3 Relocation. Any location or relocation of Coop's Facilities in the Public Rights-of-way reasonably required, caused or occasioned by any City project, including without limitation, the installation of storm drainage, landscaping, traffic facilities, and road reconstruction shall be at the cost of Coop. Nothing in the Ordinance shall be construed in any way to prevent the City from opening, grading, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City's public rights-of-way in which Coop has its facilities located. Prior to such activity and in the pre-design phase of any project, the City and Coop shall make a good faith effort to coordinate activities to avoid unnecessary cost for both parties. Except as otherwise provided by state regulation or law, Coop, at its expense, shall protect, support, temporarily disconnect, relocate or remove along under or over any street, alley or any other public place, Coop's equipment or facilities when notified in writing and reasonably required by the City for reasons of public safety, street or alley excavation, street or alley construction (including rerouting, improving and widening) or the change or establishment of street or alley grade. Notwithstanding the foregoing, this provision shall not apply to any move, regrading,

rerouting, improvement or widening is undertaken for the benefit or convenience of or at the request of a third party, including a private developer or development or any other person who develops property within the City in a manner which necessitates such regrading, rerouting, improving or widening of any street, avenue, easement, right-of-way, alley, highway, sidewalk, bridge or other structure or public place or ground, or in a manner which necessitates such construction, reconstruction, removal or relocation of traffic signal systems or utility systems owned or operated by or on behalf of the City. This section shall also be subject to any applicable state regulation or legislation affecting payment by a state or local public agency or body for certain relocation costs, or any other agreements with the City affecting relocation.

6-4 No Interference with Other Authorized Uses. Coop shall make a good faith effort in the conduction of its activities so as not to interfere with the activities of other franchisees. The City shall, in the grant of other franchises, require that said franchisees similarly conduct their activities to avoid interference with those of Coop.

7. TREE TRIMMING, MAINTENANCE AND MOVING OF AERIALS.

7-1 Tree Trimming and Obstructions. Coop shall have the right and authority to trim or remove trees or parts of trees overhanging or within any public way and to remove any obstruction within any public way in order to eliminate or minimize interferences with its lines, system, plant, equipment, service or facilities.

7-2 Moving Aerials. Whenever it becomes necessary to temporarily rearrange, remove, tower or raise any of Coop's aerial cables, wires, or other apparatus of Coop to permit the passage of any building, machinery or other object moved over the roads, streets, alleys, avenues, thoroughfares and public highways within the City, Coop will rearrange such aerial cables, wires, or other apparatus within a reasonable period after receiving written notice from the owner or contractor-mover who desires that said building, machinery or other objects be moved. All such notices must include the written approval of the City, must set forth in detail the route of movement of the building, machinery, or object, must state that the costs incurred by Coop for such activities will be borne by the contractor-mover and that the contractor-mover will indemnify and save both the City and Coop harmless from any and all damages or claims of whatsoever kind or nature caused directly or indirectly by such activities, and if required by Coop, must include a cash deposit or a good and sufficient bond in an amount reasonably acceptable to Coop to pay any and all such costs as estimated by Coop.

8. INSURANCE AND INDEMNITY.

8-1 Commercial General Liability Insurance. Throughout the term of this Agreement, Coop shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the city as additional

insured and demonstrating that Coop has obtained the insurance required. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident.

8-2 Worker's Compensation Insurance. Coop shall maintain Worker's Compensation Insurance in such amounts as required by law.

8-3 Indemnification. Coop shall assume and pay for all judgments rendered against it for damages to persons or property resulting from the construction or operation of its electric business within the City, both present and as may be extended during the life of this Coop Electric Franchise Ordinance. Coop shall indemnify the City, its elected and appointed officers, employees and agents against all judgments against the City, its officers, agents and employees resulting from Coop's negligence in the construction, operation, maintenance or removal of Coop's electric facilities with the City.

9. MISCELLANEOUS PROVISIONS.

9-1 Reservation of Rights. By accepting this Ordinance, the City and Coop reserve all rights under federal and state law and regulation.

9-2 Inspection of Coop's Books. Coop shall make available to the City, upon ten (10) days written notice, such information directly pertinent only to the payment of the franchise fees pursuant to the terms of this Ordinance in such form as Coop can reasonably make available. Subject to New Mexico public records laws, any information that is provided to the City and/or that the City reviews in camera is confidential and proprietary and shall not be disclosed or used for any purpose, other than verifying and/or enforcing proper computation and payment of franchise fees in accordance with the terms of this Ordinance.

9-3 Changes in City's Municipal Boundaries. The City shall notify Coop in writing of any changes in the municipal boundaries of the City within thirty (30) days of any extension or contraction of such municipal boundaries becoming effective. Such notice shall be delivered to:

Mora-San Miguel Electric Cooperative, Inc.
PO Box 240
Mora, New Mexico 87732

The notice shall provide a description of the new and former municipal boundaries. Coop shall have the obligation to calculate, collect and pay the franchise fee attributable to any newly extended municipal boundaries.

9-4 Amendment and Addendum. At any time during the term of this Ordinance, the City or Coop may propose an amendment or addendum to the Ordinance by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment. Such amendment shall become effective upon adoption and passage of an amending Ordinance by the City in accordance with the requirements of local and state law.

9-5 Notices. For the purpose of this ordinance, notice to the City will be to:

City of Las Vegas
Attention: City Manager
1700 N. Grand Ave.
Las Vegas, NM 87701

With a copy to:

City of Las Vegas
Attention: City Attorney
1700 N. Grand Ave.
Las Vegas, NM 87701

City of Las Vegas
Attention: City Clerk
1700 N. Grand Ave.
Las Vegas, NM 87701

Notice to Coop will be to:
Mora-San Miguel Electric Cooperative, Inc.
Attention: General Manager
PO Box 240
Mora, New Mexico 87732

Notice will be effective upon delivery at the above addresses until the City or Coop notifies the other, in writing, of a change in the address.

9-6 Severability. If any section, paragraph, sentence, clause, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

10. ACCEPTANCE

10-1 Coop to Accept. Coop shall, within thirty (30) days after the passage and approval of this Ordinance, record in the office of the County Clerk of the County of San Miguel, and file in the Municipal Clerk of the City of Las Vegas, New Mexico a written statement of acceptance duly signed and acknowledged by the proper officer of PNM authorized to execute such acceptance.

10-2 Failure to Accept. In the event such acceptance is not filed within said period, this Ordinance and the rights, privileges and franchise granted hereunder shall be terminated and void; provided, that the City may by resolution extend the time herein for the filing of such acceptance for an additional period.

10-3 Supersedes Prior Franchise. This Agreement, if accepted by Coop and hereinbefore provided, shall supersede, cancel and be in lieu of any and all other existing or prior grants of rights, permission and authority to Coop or any predecessor companies or assignors of Coop to construct, operate and maintain any system for the production, transmission, distribution and sale of electricity within the City.

11. EFFECTIVE DATE.

11-1 Effective Date. This Ordinance shall take effect on _____, _____ in accordance with statute (NMSA 3-42-1 franchises; authorization).

PASSED, ADOPTED AND ENACTED this _____ day of _____, 2021.

City of Las Vegas

Mr. Louie A. Trujillo, Mayor

Ms. Casandra Fresquez, Clerk of the City of Las Vegas, New Mexico

ACCEPTED THIS _____ day of _____, 2021.

Mora-San Miguel Electric Cooperative, Inc.

By: _____
Chairman of the Board of Trustees



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

Meeting Date: March 10, 2021

Date Submitted: 02/26/2021

Department: Public Works/Utilities

Item/Topic: Request for approval of Resolution No. 21-04 applying for and assuring matching funds for the Cooperative Municipal Program Grant (COOP) in the amount of \$60,025.00. The City of Las Vegas will be contributing their share of 25%(\$60,025.00), New Mexico Department of Transportation's share being 75% (\$180,75.00) for a total amount of \$240,100.00 for Pavement Maintenance and Rehabilitation on 4th Street, 5th Street, 6th Street, National Avenue and Douglas Avenue.

Fiscal Impact: Assuring availability of matching funds in the amount of \$60,025.00

Attachments: Resolution No. 21-04, cost estimate, location map, and solicitation letter.

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 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 _____

PROJECT COST ESTIMATE

Pavement Maintenance and Rehabilitation (4th Street, 5th Street, 6th Street, National Avenue, Douglas Avenue)
City of Las Vegas

COOP 2021-2022

ITEM NO.	DESCRIPTION	UNIT	ESTIM QUANT	UNIT PRICE	AMOUNT
Roadway Improvements					
1	Surface Seal	SY	15000	\$2.00	\$30,000.00
2	Hot Poured Crack Sealing	LB	30000	\$3.00	\$90,000.00
3	Cold Milling (Asphalt)	SYIN	20000	\$0.75	\$15,000.00
4	Miscellaneous Paving	SY	400	\$50.00	\$20,000.00
Miscellaneous					
5	Mobilization	LS	1	\$10,000.00	\$10,000.00
6	Traffic Control	LS	1	\$12,500.00	\$12,500.00
7	Demobilization	LS	1	\$2,500.00	\$2,500.00
8	Pre-Authorized Construction Changes	ALLOW	1	\$5,000.00	\$5,000.00
9	Material Testing Allowance	ALLOW	1	\$3,000.00	\$3,000.00

CONST	Construction Subtotal	\$188,000.00
CONST	Construction Observation	\$18,000.00
CONST	Total Construction Costs	\$206,000.00
CONST	Est NMGR @ 8.3958%	\$17,295.35
CONST	Total Construction Costs with NMGR	\$223,295.35

ENGIN	Engineering	\$12,500.00
ENGIN	NMDOT Certifications/Coordination	\$3,000.00
ENGIN	Total Engineering Fees	\$15,500.00
ENGIN	Est NMGR @ 7.875%	\$1,220.63
ENGIN	Total Engineering Fee with NMGR	\$16,720.63

TOTAL PROJECT COST **\$240,100.00**

State Funding Requested @ 75%	\$180,075.00
City of Las Vegas Participation @ 25%	\$60,025.00

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-04

**A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT OFFER FROM THE
NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR
COOPERATIVE AGREEMENT PROGRAM (COOP)**

WHEREAS, the City of Las Vegas ("City") has applied to the New Mexico Department of Transportation ("NMDOT") for a Cooperative Agreement Program (COOP) grant for Surface Seal, Hot Poured Crack Sealing, Cold Milling (Asphalt), and Miscellaneous Paving for 4th Street, 5th Street, 6th Street, National Avenue, and Douglas Avenue; and

WHEREAS, the City expects the total amount to be \$240,100.00; and

WHEREAS, the City would have to contribute 25% (\$60,000.00) in order to receive the Grant of \$180,075.00 (75%) for the total amount of \$240,100.00, including New Mexico gross receipts tax; and

WHEREAS, improvements are needed for the safety of the residents and visitors of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on 4th Street, 5th Street, 6th Street, National Avenue, and Douglas Avenue.

APPROVED AND ADOPTED this _____ day of March, 2021.

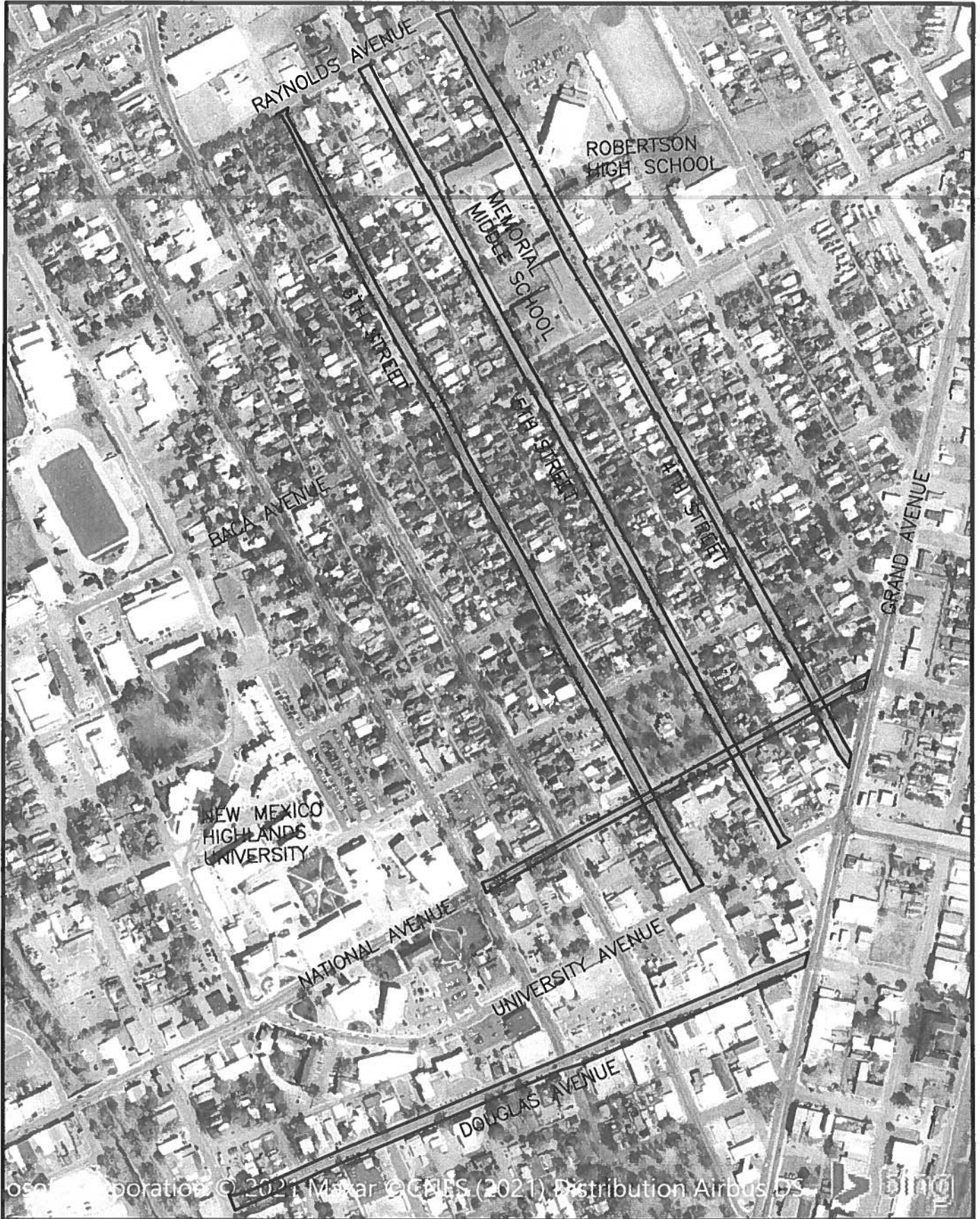
Louie A. Trujillo, Mayor

ATTEST:

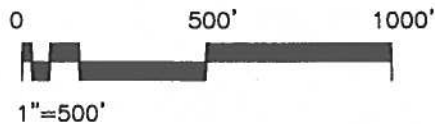
Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



MOLZENCORBIN



Las Vegas, NM

COOP
2021-2022



NEW MEXICO DEPARTMENT OF
TRANSPORTATION

January 1, 2021

Mr. Daniel Gurule, Public Works
City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701

**RE: Proposed 2021/2022 Local Government Road Fund Program
Cooperative Agreement Program (SP)**

Dear Mr. Gurule:

In order to plan the distribution of funding to the various entities for the 2021-2022 Fiscal Year Cooperative Agreement program, we are requesting that you advise this office as to your intentions for participation in the program. The information requested should be submitted no later than **March 15, 2021**. **Please return page two of this letter to inform us of your intentions to participate in the program, an estimated cost summary that supports your requested amount, and letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.**

If you have any questions or require further assistance, please contact my office at (505) 398-6748.

Sincerely,

Samantha Sandoval

Samantha Sandoval
LGRF Coordinator

xc:
LGRF Files

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chair
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



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

Meeting Date: March 10, 2021

Date Submitted: 2/24/2021

Department: Finance

Item/Topic: Award request for proposal #2021-14 for 2021, 2022, 2023, Annual Audit Services for the City of Las Vegas and enter into a contract with Patillo, Brown & Hill LLP

Advertised: January 27, 2021; Las Vegas Optic, Albuquerque Journal, and City of Las Vegas Website.

Proposal Opening: February 18, 2021

Number of Proposers: 1-Patillo, Brown and Hill LLP

Fiscal Impact: 1st year 6/30/2021 \$75,351.00, 2nd year 6/30/2022 \$57,552.00 and 3rd year 6/30/2023 \$57,552.00.

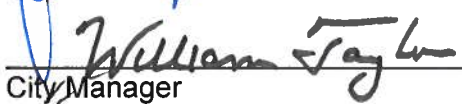
Attachments: Original proposal, proposal opening sheet, proposal received.

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 Attorney (Approved as to Form)

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

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

Referred To: _____

Continued To: _____

Denied _____
Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, Feb 18, 2021, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

2021, 2022, 2023 ANNUAL AUDIT SERVICES

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

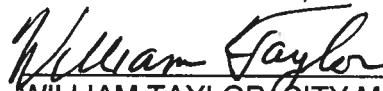
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **2021, 2022, 2023 ANNUAL AUDIT SERVICES**

Opening No. 2021-14; 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.

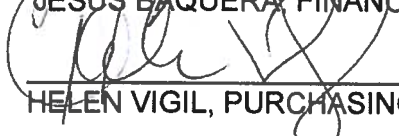
CITY OF LAS VEGAS,


WILLIAM TAYLOR, CITY MANAGER


SCOTT AARON, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


JESUS BAQUERA, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2021-14

Date Issued: 1/22/2021

Published: LAS VEGAS OPTIC Jan 27, 2021

ALBUQUERQUE JOURNAL Jan 27, 2021

www.lasvegasnm.gov Jan 27, 2021

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **2021-2022-2023 ANNUAL AUDIT SERVICES**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHINICAL 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: _____

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Feb 18, 2021; 2:00 am/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 _____, 2021. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 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.

APPLICATION OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

New Mexico (CRS) Tax Identification Number: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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.

DATE

Proposals pursuant to this request for Proposals must be received at the location on or before the date given in the advertisement.

AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offerors whose proposal is most advantageous to the City of Las Vegas, taking into consideration the evaluation factor set forth in this request for proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed by _____, 2021. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top two or three ranked offerors to develop final rankings or may consider the rankings based on the proposals as being final. The City will undertake negotiations with the top rank offerors and will not negotiate with lower ranked offerors unless negotiations with higher ranked offerors have been unsuccessful and have been terminated.

COST

The City will not pay for any costs associated with the preparation of submission.

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)

1. INTRODUCTION

The City of Las Vegas is requesting for proposals for independent public accountants (IPAs) to perform the annual financial and compliance audit of the agency's financial statements for the fiscal year ending June 30 2021, 2022, and 2023, Pursuant to the Audit Act Section 12-6-3(A) NMSA 1978:

The financial affairs of every agency shall be thoroughly examined and audited each year by the State Auditor and personnel of his office designated by him or by independent auditors approved by him. The audits shall be conducted in accordance with generally accepted auditing standards.

The City invites audit firms approved by the NM Office of the State Auditor (offerors) to submit proposals in accordance with the outlined and specifications contained in this Request for Proposals (RFP). This RFP contains a specific request for information. In responding to this RFP, offerors are encouraged to provide any additional information they believe is relevant. This RFP is being issued pursuant to the New Mexico Procurement Code and be governed by its provisions.

2. PROPOSAL FORMAT

Proposals must be at a minimum contain the following information in the order listed unless marked optional:

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary(optional)
- d) Response to Mandatory Specifications
- e) Complete Cost Response Form, consisting of the following cost breakdown:

Financial Statement Audit	\$ _____
Federal Single Audit (Year 1 half year of public & Indian housing)	\$ _____
Assist in preparation and printing Of financial statement	\$ _____
Component unit	\$ _____
Other non-audit services	\$ _____
Gross receipts tax	\$ _____
Total Compensation	\$ _____

- f) Response to Agency Terms and Conditions (Acceptance of Conditions forms).
- g) Offerors Additional Terms and conditions (optional)
- h) Other Supporting Material (optional)

3. SCOPE OF WORK_(Included in Paragraph 25, of the audit contract, any expansion of scope)

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules and the Agency for the Period from July 01, 2020 through June 30 2021:

- 1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34 footnote 53), and the notes to the financial statements;
- 2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (GASB statement No. 41 Budgetary Comparison Schedules-Perspective Differences an amendment of GASB statement No. 34) must be audited and included in the auditors opinion (AAG-SLV 14.52);
- 3) Supplemental Information (SI) that must be audited and included in the auditors opinion (AAG-SLV14.52), if applicable, consisting of:
 - a) Combining financial statements;
 - b) Remaining supplemental information on schedules as required by NMAC section 2.2.2.10A (2) (f).

B. The contractor shall apply certain limited procedures to the following required supplemental information(RSI), if applicable and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:

- (1) The Management Discussion and Analysis (MD&A);
- (2) RSI data required by GASBS 67,68 and 74 for defined benefit pension plans; RSI Schedules required by GASBS 43 and 74 for post employment benefit plans other than pension plans and RSI schedules required by 45 and 75 requiring employer accounting and financial reporting for post employment benefits other than pensions: and
- (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to

133).

- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133 and *Requirements for Contracting and Conducting Governmental Audits* (NMAC Section 2.2.2.1, et seq).

3-A. ADDITIONAL OBJECTIVES AND SCOPE OF SERVICES FOR HOUSING AUTHORITY

(Year 1: first half year of public & Indian housing)

- (1) The objective of the audit is to provide an opinion on the financial statements taken as a whole. The audit must meet the requirements of the HUD audit guide, single audit Act of 1996, Guidelines on Reporting and Attestation Requirements of Uniform Financial Reporting Standards (UFRS), GASB statement #33 and #34 and Federal OMB Circular A-133, and literature Which may amend or supersede these requirements.
- (2) The audit will be a financial and compliance audit. The Audit of the Authority's financial records must be made in the accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. The audited financial statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).
- (3) An entrance conference will be held between the audit firm and City's staff as soon as practicable after the execution of the audit contract. The conference will include review of policies and procedures, a discussion of audit issues, audit staffing, staffing, scheduling, work papers, and other concerns of either party. At this conference, the audit firm shall provide check lists of materials and data required for the audit.
- (4) Regarding Housing Authority's Audit: the Audit fieldwork should be completed by November 30th of each year, and the statements must be ready for distribution by December 1st of the calendar year following the audit year. The audited FDS submission shall be completed by December 31st of the calendar year following the audit year.
- (5) Communications with the city on the status of the audit during and after the fieldwork is required. The audit manager shall provide weekly progress reports to the Finance Director. These progress reports will include any issues such as proposed audit adjustments and compliance comments that a rise during the course of the audit, the audit firm will immediately advise the Finance Director of proposed audit findings.
- (6) Proposed audit adjustments, compliance comments and recommendations for improvement will be provide to management prior to close off the fieldwork.
- (7) The audit staff assigned to this contract will be consistent throughout the audit sop that

information does not need to be provided repeatedly.

- (8) Accompanying the financial statements, the auditor will submit a Management Letter of Comments and Recommendations, if applicable, for improvement of program and financial management per the Auditor's opinion after examining the City's systems.
- (9) The management letter, if any will provide sufficient background, detail and documentation of fact to support each finding. The City expects the management letter will incorporate response to any finding.
- (10) The Auditor shall submit and audit report, which shall comply with the applicable reporting standards as contained in the publications aforementioned.
- (11) The auditor in charge will conduct and exit conference with the Finance Director and staff. At the exit conference, findings and recommendations regarding compliance and internal control shall be discussed. The Finance Director or a designee shall have the opportunity to respond, orally or in writing to the findings, any such written responses shall be included in the audit report. Additionally, the auditor in charge shall present the Audit Report to the Governing Body/Board of Commissioners.

4. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this contract, the contractor shall deliver the following documents to the state auditor on or before **December 15, 2021** and in accordance with NMAC Section 2.2.2.9:
 - (1) An organized, bound and paginated hard copy of the Agency's audit report for review;
 - (2) A copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
 - (3) A Summary of Findings Form available at www.osanm.org; and
 - (4) A copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports shall not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13.C. if the State Auditor does not receive copies of the engagement letter, management representation letter, summary of findings form and completed Report Review Guide with the audit report or prior to submittal of the audit report the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a

concurring signature by the Agency. The State Auditor shall also notify the Agency's oversight agency, but confidential information shall be omitted from that notification.

- D. Pursuant to NMAC Section 2.2.2.10F, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency. The contractor shall submit to the State Auditor a copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates immediately upon request from the state auditor.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with an electronic version of the audit report in PDF format. After the State Auditor officially releases the audit report of issuance of release letter, the Contractor shall deliver 12 copies of the audit report to the Agency. The Agency IPA shall insure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

5. MANDATORY SPECIFICATIONS

The failure of an offeror to meet mandatory specifications will result in disqualification of the proposal.

- a) Offeror Experience
- b) On-site Manager and Other on-site Personnel
- c) Resumes
- d) External Quality Control Review
- e) Technical Plan
- f) Cost

6. EVALUATION OF PROPOSAL, RATING CRITERIA & AWARD

The city reserves the right to conduct discussions with responsible offerors who submit acceptable or potentially acceptable proposals. Proposals may be accepted and evaluated without such discussion.

The responsible offeror whose proposal is most advantageous to the City shall be selected to perform the services. Please see "Rating Criteria and Point Scale".

7. CONTRACT TERMS AND CONDITIONS

The contract used will be the State of New Mexico Audit Contract

- a) Scope of work- As defined in the NM Audit Contract
- b) Delivery and Reproduction-As defined in the NM Audit Contract
- c) Compensation-As agreed to by the City and Contractor as approved by State Auditor
- d) Term-Effective on the date signed by the state auditor and extending for a period of one year, subject to annual extensions, if agreed to and approved by the State Auditor, up to 3 years total.
- e) Termination Breach and Remedies- As defined in the NM Audit Contract.
- f) Status of Contractor- The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employee of the City (if any) by virtue of the contract.
- g) Assignment-The Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract.
- h) Subcontracting-As defined in the NM Audit Contract.
- i) Records and Audit- As defined in the NM Audit Contract.
- j) Release- As defined in the NM Audit Contract.
- k) Confidentiality- As defined in the NM Audit Contract.
- l) Product of Service-Copyright- As defined in the NM Audit Contract.
- m) Conflict of Interest- The Contractor shall warrant that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. The contractor certifies that the requirements of the governmental conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.
- n) Independence- As defined in the NM Audit Contract.
- o) Amendment- The contract shall not be altered or amended except by an instrument in writing executed by the parties and approved by the State Auditor. **The engagement letter and/ or any documentation included with the engagement letter shall not be interpreted to amend the contract.**
- p) Scope of Contract- As defined in the NM Audit Contract.
- q) Applicable Law- The contract shall be governed by the laws of the State of New Mexico.
- r) Agency Books and Records- As defined in the NM Audit Contract.
- s) Appropriations- As defined in the NM Audit Contract.
- t) Notice- As defined in the NM Audit Contract.
- u) Equal Opportunity Compliance- As defined in the NM Audit Contract.
- v) Working Papers- As defined in the NM Audit Contract.

- w) Engagement & Management Representation Letters- As defined in the NM Audit Contract.
- x) Designated on-site Staff- As defined in the NM Audit Contract.
- y) Other provisions- As defined in the NM Audit Contract.

8. PROTEST

Any bidder, offeror or contractor who is aggrieved in connection with the procurement may protest to the Purchasing Department of the City. The protest shall be submitted in writing 15 calendar days after the fact or occurrence giving rise thereto.

9. ACCEPTANCE OF CONDITIONS

NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW

The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Mailing address of Firm

City, State and zip code

Telephone number

Fax Number

Signature of Owner, Partner, Officer or Authorized Agent

Date

10. TERM

The term of this agreement shall be for a period of one (1) year, subject to annual extensions, if agreed to and approved by the State Auditor, up to three (3) year's total. Sixty (60) days prior to the end of each year of the agreement, The City of Las Vegas may, without stating cause, give notice of its intention to terminate the contract.

a. Termination

This contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. The notice requirement may be shortened only upon a written agreement by the two parties. However, should the Contractor default in the contract, the City retain to terminate this agreement immediately?

b. Timelines

All work shall be performed in a timely manner, as requested.

c. Communication with City of Las Vegas

The contractor shall be required to periodically update the City of Las Vegas Governing Body of the status of any project.

d. 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.

e. Assign ability

The Contractor 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 Contractor shall be ultimately responsible to insure that the work is performed satisfactorily.

f. 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 in this contract.

g. Amendment

This contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

h. Professional Standards

The contractor agrees to abide by and perform its duties in accordance with the ethics of its profession in all federal, state laws and municipal ordinances & regulations regulating the practice of auditing.

i. Authority to Bind the City

The Contractor 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.

j. Notices

Any notice required to be given under this contract shall be deemed sufficient if given in writing by mail or hand-delivery to the City Clerk's office or by mail or hand delivery to the Consultants office.

k. 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 into this agreement.

l. Conflict of Interest

The Contractor 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.

m. Method of Payment

The Contractor shall submit itemized monthly statements of work performed as outlined herein. The City will then make payment by the 15th of the following month.

n. Binding Effect

This contract shall be binding upon and shall insure to the benefit of the successors and assigns of the City and the Contractor.

o. Indemnification

The Contractor 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 are a result of an error, omission, or negligent act of the Contractor or any person employed by or acting on behalf of Contractor.

p. Insurance

The contractor must at all time 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.

SECTION 00410
NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of New Mexico)

County of San Miguel)

I, _____ being first duty sworn, depose and say that:

- (1) He/she is the _____ of _____ the Bidder that has submitted the attach Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid
- (4) Neither the said Bidder nor any of its partners, officers, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in anyway colluded, conspired, connived or agreed, directly or indirectly with any Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid or any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy or conveyance or unlawful agreement any advantage against the owner or any person interested in the proposal contract; and
- (5) The price or prices quoted in the attached Bid are fair and are not tainted by any collusion, conspiracy, conveyance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties of interest, including this affiant.

/s/ _____

Subscribed and sworn before me this _____ day of _____ 20__

NOTARY PUBLIC: _____ My Commission Expires: _____

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 18-Feb-2021

OPENING NO.: 2021-14

TIME: 2:00 PM

DEPARTMENT: **FINANCE**

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

ITEM(S): **2021, 2022, 2023 ANNUAL AUDIT SERVICES**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Patillo, Brown and Hill LLP				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE

COMPANY NAME

1 <i>Margarita Silva</i>	CLV - Inventory
2 <i>CLV</i>	CLV Purchasing
3	
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

OPENED BY: FINANCE DEPARTMENT:

DATE: 2/18/2021

DATE: 2-18-2021

COPIES TAKEN BY DEPT:

DATE: 2-18-21



RFP 2021-14 Audit Services

PRESENTED TO

City of Las Vegas

DATE

February 15, 2021

PATTILLO, BROWN & HILL
5310 Homestead Road NE Suite 100 B
Albuquerque, NM
505.266.5904 | pbhcpa.com

EXPERT
TRUSTED
ADVISOR



February 15, 2021

Pattillo, Brown and Hill, L.L.P. (PBH) is pleased to have the opportunity to submit the accompanying proposal to provide audit services to the City of Las Vegas ("City") for the years ending June 30, 2021, 2020 and 2020.

We believe that our Firm possesses certain unique characteristics that are well-matched to the City's needs.

- We are a regional accounting firm that has been in existence since **1923** and our Albuquerque office has been in existence since the 1960's.
- Our **primary** business is serving **local governments in New Mexico**. In addition to our experience with cities, we have extensive experience auditing other forms of local governments such as special districts, councils of government and counties. We have extensive experience auditing city governments and understand what it takes to complete your audit.
- We are **committed to customer service** and developing client relationships. We offer support throughout the year as a part of this engagement and will not charge additional fees for informal consultations.
- Our proposed service team for the City consists of seasoned professionals who **work exclusively on local government engagements**.
- The Partner and the Supervisor that would be assigned to your job have planned, coordinated, prepared, and submitted more than 80 audits of Local Governments.
- Our firm is known for providing **high quality services** while meeting our client's time constraints, as such, we are committed to performing the engagement within the time parameters mentioned in the proposal.

Our partner will be in the field at least 25% of the time during fieldwork. This increases our team efficiency and allows us to identify issues early in the audit process so we can address the issue with management and keep the audit moving forward. The ability to make decisions in real time allows us to provide better feedback to our clients and allows us to focus on areas that matter most, resulting in a smoother, more efficient audit process. Since our firms specialize in audits of New Mexico governments, you will see that our team members are well versed in governmental accounting.

Outlined in this proposal are key factors that distinguish our Firm from other providers of government services. Among these are the experience level of our service team with audits of Cities, our Firm's commitment to providing services to the public sector and our engagement approach. We bring the high level of experience and expertise as larger, national accounting firms, but with the value inherent in local firms.

As engagement partner, I am an authorized representative of the Firm and my signature binds PBH to the terms and conditions specified in this proposal and to negotiate the contract. This attached proposal constitutes a firm and binding offer by PBH to the City and all of the information included in the proposal is accurate, truthful and factual. I can be reached by phone at (505) 266-5904 or by email at chris.garner@pbhcpa.com.

I am excited about the opportunity to serve the City. Please feel free to contact me should you have any questions regarding this proposal.

Chris Garner, CPA
Pattillo, Brown & Hill, L.L.P.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

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Required Documents

Offeror Information

Federal and New Mexico Tax Identification Number

Campaign Contribution Disclosure Form

Acceptance of Conditions

Non-Collusion Affidavit of Prime Contractor

Resident Business Preference

RESOURCES AND KNOWLEDGE

Pattillo, Brown & Hill, L.L.P. (PBH) was founded in Waco in 1923 and has been in continuous existence since that time. **Our Albuquerque office, which is the office that would serve you, has been in existence since the 1960's.** We are a regional certified public accounting firm with offices in Albuquerque, New Mexico; Waco, Temple, and Hillsboro, Texas, with over **120 professional personnel with more than 50 professionals dedicated to auditing state and local governments. PBH has over 35,000 hours available to commit to this audit to ensure completion by the December 15th deadline.** It is our goal to provide personalized services of the highest quality to our clients. We have earned a reputation for professional excellence through our demonstration of quality work and sound financial advice. Our personnel have devoted many years developing knowledge in auditing, accounting, and consulting services.

Our unyielding commitment to client service has resulted in the growth of our client base, positioning PBH between the very large national accounting firms and smaller, local firms. We are large enough to have the resources and personnel to resolve even the most complex accounting or compliance issue, and to ensure high quality services will be provided according to our clients' timelines, but small enough to give you the personalized service that our clients deserve. We believe that we offer our clients a unique blend of technical expertise and responsiveness that is sometimes unavailable from larger national firms who may be focused on more sizeable engagements. The City of Las Vegas ("City") will be a significant and valued client to our firm.

We have a Firm concentration area in governmental auditing and take pride in our technical expertise, client relations and our reputation of valued performance. We have in-depth experience, presently serving multiple governmental entities. We have performed annual financial and compliance audits for many different governments across the State of New Mexico.

PBH includes members with excellent professional qualifications as evidenced by the following:

- Members are heavily involved in continuing professional education programs sharpening technical skills.
- **Our Firm includes members of the Association of Government Accountants and the GFOA.**
- **Four members of our Firm are active members of the Special Review Committee of the GFOA.**
- **Our lead partner has worked with over 15 governments, completing over 45 audits that have received the GFOA Certificate of Achievement for Excellence in Financial Reporting.**

NATIONAL RECOGNITION

The firm has received national recognition from the American Institute of Certified Public Accountants (AICPA) as an official member of the esteemed G400 group. This group recognizes our firm as one of the 500 largest firms in the United States, out of 44,000 in the nation, and provides us with direct access to industry leaders in order to stay informed and involved in the regulatory, legislative, and standards-setting landscape. As a member of G400, Pattillo, Brown & Hill, L.L.P. will partner with the AICPA to increase our expertise as well as provide feedback and support to the accounting industry as well as to our valued clients.



CAFR AND GFOA EXPERIENCE

Our firm has extensive experience with CAFR's and with the GFOA awards program. We currently have four partners that CAFR reviewers for the GFOA and our firm issues numerous CAFR's that receive the GFOA award each year. In 2020, we had over 30 clients that issued CAFR's that were submitted to GFOA for the Certificate of Achievement for Excellence in Financial Reporting. Most of these clients have received the award in the past and it is expected will receive them again for the 2020 audit submitted. The Partner and Supervisor that would be assigned to your audit have completed more than 60 audits that have received this award so they both have extensive experience with CAFR's and the GFOA award program.

COMMITMENT TO OUR CLIENTS

At Pattillo, Brown & Hill, we value all of our clients and put a high priority on customer service. The City of Las Vegas, New Mexico would not just be "another audit" for our firm. We understand that developing a strong and lasting relationship with your City will benefit our firm because we are in the business of performing audits of local governments, but we also understand that the benefits of this audit are limited if we do not provide you with a level of service that exceeds your expectations.

We also believe that this relationship has to be mutually beneficial. Because our client base per partner is much smaller than that of national accounting firms, our partners are much more actively involved with the performance of engagement procedures. Benefits to the City include having more experienced professionals performing the work and greater continuity from year to year. We believe our Firm's foundation is our partner relationships with our clients.

We believe it is essential to always make our partners available to our clients during the year. We have found that handling issues throughout the year; instead of only during the audit, makes for a cleaner audit and gives our clients peace of mind to know that the problem or situation has been resolved. Our Firm handles meetings, phone calls, in-house training, and other requests from our clients at all times during the year. Our fee proposal is inclusive of all phone calls and conversations during the year. All that we ask is that some advance knowledge of large requests be given in order to accommodate your needs.

Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities similar to the City. The team brings a wealth of experience in auditing New Mexico cities, and as such they are well versed in the intricacies of Generally Accepted Government Auditing Standards, and OMB Uniform Grant Guidance. If awarded the engagement, Chris Garner and a team of experienced professionals will perform the City's audit. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms.

COMMITMENT TO GOVERNMENTS

Governmental audits continue to be the fastest growing segment of our client base. We are committed to achieving the highest standards in performing quality governmental audits. As evidence of this commitment, our proposed service team includes members of the following organizations:

- AICPA's Governmental Audit Quality Center
- Government Finance Officers Association (national)
- Special Review Committee of the GFOA
- AICPA's Information Management and Technology Assurance section
- New Mexico Society of CPAs

CAPABILITY TO AUDIT COMPUTERIZED SYSTEMS

Our information technology audit service consists of a systematic evaluation of your entity's information system security by measuring how well it conforms to a set of established criteria. We typically assess the security of your system's physical configuration and environment, software, information handling processes, and user practices. We have three information technology specialists to assist with any information technology auditing activities. Also, all of our audit staff are trained and well versed in computerized systems as they relate to financial processes.

Additionally, our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system.

Our Firm uses a wide range of software including the Microsoft Office Suite, ACL Analytics (data extraction software), Adobe Acrobat, and ProSystems fx Engagement. We also utilize other data extraction and evaluation tools.

We have developed significant resources in the areas of computer applications and system analysis to provide a wide range of services to our clients as outlined below:

We are familiar with and have experience in auditing systems using a wide range of financial application software. We currently have clients who use Triadic, Incode, SunGard—HTE, STW, Rectrac, Class, Pentamation, Fund Ware, MIP, MAS 90, and many other software systems frequently used by government entities.

A computer consultant from our Firm will be assigned to your audit to aid in technical areas of system controls and procedures. His resume is included in the "Resume" section of this proposal. All personnel assigned will be familiar with computerized accounting systems and controls. All experienced personnel receive training specifically in these areas during their development and progression.

We also use data extraction software to address any specific areas of risk your system might have. We can use this software to evaluate many automated processes that the City uses such as P-card purchases, journal entry processing, and issues related to data security and integrity.

VALUE AND EFFICIENCY

We recognize that clients expect the services rendered by their professional accounting firm to go beyond the financial statements. We understand the expectations of our clients and welcome the opportunity to serve not only as auditors, but also as advisors. Our approach places substantial emphasis on the need to thoroughly understand your operations. This audit approach allows us to contribute constructive suggestions regarding your internal controls, operating and accounting procedures, and other matters worthy of management's attention.

INDEPENDENCE

Before accepting any new engagement, we conduct a thorough check to ensure that there are no conflicts of interest or independence issues. This procedure follows the independence requirements of all regulatory agencies and specifically, as defined by the U.S. General Accounting Office's Governmental Auditing Standards. We confirm that we are independent with respect to the City. None of our partners, managers or staff has any direct or indirect financial interest in City contracts, and no one assigned to the audit is related within a prohibited degree (as defined by nepotism law) to any employee of the City. Additionally, there are no relationships with the City that would jeopardize our objectivity or independence.

STATE AUDITOR'S APPROVED IPA LISTING

During 2021, PBH submitted its firm profile to the New Mexico State Auditor's Office and we anticipate approval by the Agency to perform governmental audits for 2021. We are listed as an approved firm on the State Auditor's list of approved IPA's. PBH and all assigned key professional staff are properly licensed to practice public accounting in New Mexico.

PRIOR WORK FOR THE CITY

Our firm has not had any prior engagements with the City but the Lead Partner (Chris Garner) while working for another regional CPA firm was the Senior Manager in charge of the City's audit for two years.

EXPERIENCE WITH GOVERNMENTAL AUDITS

The audit team that would be assigned to the City has extensive experience auditing governments. PBH has extensive experience in providing exceptional client service and provides high quality audit services through its in-depth knowledge of governmental accounting standards, those standards applicable to audits performed in accordance with OMB Uniform Guidance (formerly known as Circular A-133) and the New Mexico Office of the State Auditor (OSA).

Our audit team's experience, expertise, and training are from performing audits in accordance with Government Auditing Standards, the New Mexico Office of the State Auditor 2017 audit ruling 2.2.2 NMAC, OMB Uniform Guidance (formerly OMB Circular A-133) for governments including local governments, Generally Accepted Governmental Auditing Standards, U.S. General Accounting Office government auditing standards, and Generally Accepted Accounting Principles. As a result of our vast experience auditing governmental organizations, we understand what it takes to complete your audit.

EXPERIENCE WITH MUNICIPALITY AUDITS

We believe that we are best qualified to perform this engagement because of our in-depth experience, presently serving over 100 governmental clients, including many Cities. Government audits continue to be the fastest growing segment of our client base. We are committed to serving this segment and continue to expand our department and the scope of services offered to governmental organizations.

Over the last few years, we have provided service to the City of Las Cruces, City of Farmington, City of Roswell, City of Truth or Consequences, Village of Ruidoso, Village of Chama, and Town of Peralta. Prior to this time the Engagement Partner and Supervisor have had experience with numerous municipalities including the City of Las Vegas, City of Albuquerque, City of Raton, and the City of Los Alamos to name a few. The engagement partner and supervisor have completed more than 250 audits on various governmental clients over their tenure.

As a firm we are well aware of the various requirements regarding municipalities and their specific requirements for audits to be conducted in accordance with all applicable rules and regulations including but not limited to New Mexico State Audit Rule 2.2.2 NMAC, New Mexico Administrative Code, OMB

Uniform Guidance, Generally Accepted Governmental Auditing Standards, U.S. General Accounting Office, and Generally Accepted Accounting Principles.

Our clients include many governmental organizations as is evidenced by the partial listing included in this proposal in the resumes and listed below as references. For fiscal year 2020, approximately 50 of these clients were required to have "Single Audits" performed under the OMB Uniform Grant Guidance (2CFR200). It is noteworthy that our workpapers have been examined in connection with several of these "Single Audits" by representatives of grant and/or cognizant agencies. In all circumstances, our supporting workpapers have earned excellent reviews.

EXPERTISE IN HOUSING AUTHORITY AUDITS

We assist governments, including housing authorities, leaders, and managers in navigating through an ever-changing landscape by developing strategies to improve program efficiency and effectiveness, identifying risk, ensuring efficient use of resources, and implementing plans for connecting organizational policies with program and contract requirements. Our team offers extensive experience with Housing Authorities in the areas of audit, internal controls, grant and state statute compliance, REAC submission and more. We offer audit, tax and consulting work to our Housing Authority clients and our deep experience in this industry allows us to provide swift resolution on technical issues and questions through partner-led client service teams. Our Managing Partner of Assurance is a recognized leader in this area throughout New Mexico and the Southwest.

Your audit team Partner and Supervisor have extensive experience auditing Housing Authorities. They have completed more than 40 audits for housing authorities and more than 50 audits of governmental agencies that have a housing authority as a department. Some of these entities include the City of Las Cruces Housing Authority, City of Raton Housing Authority, City of Las Vegas Housing Authority, Taos County Housing Authority, and Pueblo of Isleta Housing Authority to mention a few Housing Authorities and Santa Fe County, San Juan County, City of Albuquerque, and Bernalillo County to mention a few governments that have a housing authority as a department. While auditing all of these clients and many more we have tested as major programs the various housing grants such as Section 8 Housing, Public Housing Capital Fund and Public and Indian Housing along with other Housing grants. Our team has extensive experience with accounting standards related to governmental housing authorities.

UNIQUE PERSPECTIVE WITH HOUSING AUTHORITIES

Chris Garner, Partner has Housing Authority experience not only as an external auditor but also as a fee accountant. Chris was the Assurance Partner for a firm that was hired by Taos County Housing Authority as their fee accountant and thus was responsible for all the internal reporting and also for their external reporting to outside agencies such as HUD. Functioning as the fee accountant for Taos County has given Chris a different perspective that most auditors do not have the opportunity to obtain. Upon being hired as their fee accountant, there were several control and operational deficiencies that caused a qualified opinion. Chris worked diligently with the Housing Authority to resolve the operational deficiencies and receive an unmodified opinion.



OFFEROR EXPERIENCE

PBH strives to provide the best service possible under all circumstances and will work with the City and Housing Authority to achieve financial excellence. As a result of completing these audits and Chris' experience as a fee accountant, we have a deep understanding of the following:

- Rent calculations
- Tenant billings and payments
- Tenant eligibility
- Housing Assistance Payments (HAP)
- Port ins and port outs
- Utilities Reimbursement Payments (URP)
- Accounting for tenant deposits
- Family Self-Sufficient (FSS) escrow
- Compliance requirements for housing grants such as Section 8 and Public Housing Capital Fund
- Voucher management system (VMS) reporting

REAL ESTATE ASSESSMENT CENTER (REAC)

Both the Partner and the Supervisor have experience with the REAC submissions and are knowledgeable in the reporting and attestation requirements of the Uniform Financial Reporting Standards for Public Housing Authority Multifamily Program Participants.

REFERENCES

Client Name/Engagement Partner	Scope of Work	Total Hours	Name/Telephone
*City of Las Cruces	Financial Statement Audit and Federal OMB Circular A-133/Uniform Guidance Audit	2,000	Terri Gayhart Director of Financial 575.541.2080
*City of Farmington	Financial Statement Audit and Federal OMB Circular A-133/Uniform Guidance Audit	700	Terri Emrich Admin. Services Director/ Treasurer 505.599.1220
City of Roswell	Financial Statement Audit and Federal OMB Circular A-133/Uniform Guidance Audit	550	Becky Hicks Former Accounting Manager 575.622.6700
Village of Ruidoso	Financial Statement Audit and Federal OMB Circular A-133/Uniform Guidance Audit	500	Judi Starkovich, CPA Finance Director 575.258.4343 Ext. 1015
*San Juan County	Financial Statement Audit and Federal OMB Circular A-133/Uniform Guidance Audit	550	Jim Cox Chief Financial & Strategy Officer 505.334.4266
Lea County	Financial Statement Audit and Federal OMB Circular A-133/Uniform Guidance Audit	550	Chip Low Finance Director 575.396.8653

*Indicates that CAFR received the GFOA's Certificate of Achievement.

COMPETENT, EXPERIENCED PERSONNEL

We consider well-trained and experienced professionals to be the single most important element necessary to providing the highest level of service to a client. We believe that we offer our clients a unique blend of technical expertise and responsiveness that is sometimes unavailable from larger firms who may be focused on more sizable engagements. We have identified for the City an experienced and proven service team. As you can see from the resumes included in this proposal, your audit team will have significant experience serving governmental clients, including cities, and are actively involved in professional organizations that allow us to keep abreast of issues facing governmental organizations.

In keeping with our obligation for quality service, we require our professional employees to complete a minimum of qualifying continuing professional education credits annually. We also encourage our personnel to pursue their certification as accountants and then to become actively involved in local and state professional organization activities. Included, as supporting information, is a schedule of résumés covering the qualifications of proposed staff, including partners, and senior who are expected to be used in the performance of this engagement. Each of the résumés indicates the individual's position in our Firm including the education and type of experience.

STAFF CONTINUITY

We realize that it is difficult for our clients to see new faces every year. We are committed to ensuring that you will see the same audit team year in and year out. During the last three years we have averaged approximately 15% turnover in our local Albuquerque office. Our staff turnover has been minimal and only occurred voluntarily and for personal reasons.

QUALIFICATIONS OF ASSIGNED PERSONNEL

Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities like the City. The team brings a wealth of experience in auditing New Mexico Cities, and as such they are well versed in the intricacies of Generally Accepted Government Auditing Standards, and OMB Uniform Grant Guidance. If awarded the engagement, Chris Garner, Partner, and a team of experienced professionals will perform the City's audit. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms. The resumes for proposed personnel who will be working on the engagement are below.

To maintain the highest quality of technical understanding, each member of our government audit staff annually attends at least 40 hours of technical training directly related to auditing and accounting for local governments. With staff members working exclusively in this specialized field, they are properly equipped by attending specific training for this field and gaining experience relevant to audits of local governments.

On the following pages is a summary of the proposed service team members' resumes. All these professionals are employed on a full-time basis. All key audit professionals are certified to practice in the State of New Mexico. Furthermore, all the proposed professionals have significant experience auditing local governments, including New Mexico Cities.

Chris Garner, CPA, and Partner with PBH, will be the primary contact throughout the term of the contract. Mr. Garner will be on-site for at least 25% of the audit. This will help with the efficiency of the audit and ensure that the City receives superior client service. Additionally, this will help us finish the audit in a timely manner to ensure that we meet the State Auditor deadline. Mr. Garner has worked on many municipal audits during his career and understands how to audit them.

Resumes of our team are detailed below. All other staff members assigned to the audit engagement of the City of Las Vegas will be independent, compliant with the GAGAS continuing professional education requirement, and qualified to work with the City on your audit. During our audit, we expect the following personnel to be assigned to your engagement:

ON-SITE MANAGER

Because our client base per partner is much smaller than that of national accounting firms, our partners are much more actively involved with the performance of engagement procedures. Benefits to the City include having more experienced professionals performing the work and greater continuity from year to year. We believe our Firm's foundation is our partner relationships with our clients.

We believe it is essential to always make our partners available to our clients during the year. We have found that handling issues throughout the year; instead of only at audit time, makes for a cleaner audit and gives our clients peace of mind to know that the problem or situation has been resolved. Our Firm handles meetings, phone calls, in-house training, and other requests from our clients at all times during the year. Our fee proposal is inclusive of all phone calls and conversations during the year. All that we ask is that some advance knowledge of large requests be given to accommodate your needs.

As result of our high partner involvement, Chris Garner, CPA is both the principal member responding to the RFP and would be the on-site manager. He is the person that would be responsible for the execution and administration of the contract resulting from this RFP. See below for Chris' resume detailing his many years of auditing municipalities and other state and local governments. The contact information for Chris is:

Address: 5310 Homestead Rd NE, Ste 100
Albuquerque, NM 87110
Phone: 505.266.5904
Email: Chris.Garner@pbhcpa.com
New Mexico CPA License 4038

TEAM AUDIT EXPERIENCE

Resumes of our team are detailed below. All other staff members assigned to the audit engagement of the City will be independent, compliant with the GAGAS continuing professional education requirement, and qualified to work with the City on your audit. During our audit, we expect the following personnel to be assigned to your engagement.

CHRIS GARNER, CPA, PARTNER

Chris will serve as the Engagement Partner of your engagement. He will be on-site for at least 25% of your audit and will be the primary contact. Chris will ensure appropriate staffing, performance, and timely completion of the engagement. Chris has spent more than 25 of his 27-year career serving governmental organizations, including municipalities. Chris has been supervising audits for more than 25 years. **Additionally, Mr. Garner has assisted multiple clients with their application submissions to GFOA for the Certificate of Achievement for Excellence in Financial Reporting.**

Chris' experience, expertise, and training is from performing audits in accordance with Government Auditing Standards, the New Mexico Office of the State Auditor 2020 audit ruling 2.2.2 NMAC, Uniform Guidance (formerly OMB Circular A-133) for general and special purpose governments including school districts, counties, cities, colleges/universities, and special districts, Generally Accepted Governmental Auditing Standards, U.S. General Accounting Office government auditing standards, and Generally Accepted Accounting Principles.

Mr. Garner has assisted with the preparation of the CAFR for several governments that have received the Certificate of Achievement for Excellence in Financial Reporting. Chris has assisted over 15 different governments in this process including two governments that received the award for the first time, including the City of Las Vegas. Chris was the Senior Manager responsible for the City's audit when it first received its GFOA award. Chris has also taught a CPE regarding the GFOA program at the AGA annual conference. Additionally, Chris has taught at the New Mexico Association of Counties Legislative Conference. Some of the clients he has served include the following:

MUNICIPAL AND COUNTY GOVERNMENTS

- City of Las Cruces
- City of Farmington
- City of Roswell
- City of T or C
- Village of Los Lunas
- Village of Ruidoso
- Village of Eagle Nest
- Village of Tijeras
- Village of Chama
- Town of Peralta
- Village of Angel Fire
- Village of Cloudcroft
- City of Aztec
- City of Bloomfield
- City of Albuquerque
- City of Las Vegas
- City of Raton
- City of Las Vegas
- City of Riverside, CA
- City of Portland, OR
- City of Springfield, OR
- City of Tualatin, OR
- City of Alamosa, CO
- City of Monte Vista, CO
- City of Saguache, CO
- Lake City, CO
- City of Creede, CO

- Lea County
- San Juan County
- Union County
- Mora County
- De Baca County
- Colfax County
- Guadalupe County
- Taos County
- Santa Fe County
- Valencia County
- Sierra County
- Bernalillo County
- Los Alamos County
- Deschutes County, OR
- Benton County, OR
- Yamhill County, OR
- Merced County, CA
- Alamosa County, CO
- Mineral County, CO
- Rio Grande County, CO
- Saguache County, CO
- Hinsdale County, CO

Chris received his Bachelor of Accountancy from New Mexico State University. He is a past member of the New Mexico State Society Peer Review Committee. Chris is compliant with all continuing education hours required by the State of New Mexico and the American Institute of Certified Public Accountants to perform an audit of governmental organizations, including meeting the requirements of Government Auditing Standards.

JOHN MANNING, CPA, CONCURRING PARTNER

John will serve as the Concurring Partner on this engagement and will assist with accounting issues as they arise. He will serve as an additional client contact for the engagement and will ensure its overall quality. John is a CPA with 25 years of experience auditing local governments in the States of New Mexico and Texas. He has spoken at regional GFOA meetings statewide, Texas Association of County Auditors Institute and been a TSCPA School District Annual Conference Committee member. John is a member of the Association of Government Accountants and the GFOA. John is an active member of the Special Review Committee of the GFOA. John has served on audit engagements more than 50 large and small governmental entities in New Mexico and Texas. Some of the clients he has served include the following:

MUNICIPAL AND COUNTY GOVERNMENTS

- City of Rosenberg
- City of Friendswood
- City of Colleyville
- City of Nacogdoches
- City of Sherman
- City of Terrell
- Town of Flower Mound
- City of Murphy
- City of Haltom City
- City of Forest Hill
- City of Deer Park
- City of Rowlett
- Anderson County
- Jasper County
- Bastrop County
- Jefferson County
- Bowie County
- Kaufman County
- Cherokee County
- Lampasas County
- Collin County
- Denton County
- Limestone County

John received his BBA Accounting from the University of Mary Hardin-Baylor. John is compliant with all continuing education hours required by the State of New Mexico and the American Institute of Certified Public Accountants to perform an audit of governmental organizations, including meeting the requirements of Government Auditing Standards.

HEATHER LUCERO, SUPERVISOR

Heather is an accountant with more than eleven years of accounting experience. She has more than nine years of experience auditing governmental entities, including Municipalities. She will be the in-charge and will oversee the staff on this engagement. Heather is compliant with all continuing education hours required by the State of New Mexico and the American Institute of Certified Public Accountants to perform an audit of governmental agencies in accordance with Generally Accepted Government Auditing Standards, the requirements delineated in the New Mexico Office of the State Auditor 2020 Audit Rule 2.2.2 NMAC, and those standards applicable to the Uniform Guidance (formerly known as A-133). Heather has been **supervising audits for more than 6 years**. In the last eight years Heather has experience working on the following governmental entities:

GOVERNMENT EXPERIENCE

- City Las Vegas
- City of Albuquerque
- City of T or C
- City of Roswell
- Village of Ruidoso
- Village of Tijeras
- Village of Chama
- Town of Peralta
- City of Terrell, TX
- City of Nacogdoches, TX
- Lea County
- San Juan County
- Bernalillo County
- Gregg County, TX
- Wood County, TX
- Rockwall County, TX
- NM Public Education Dept
- NM Tax & Rev Dept
- NM Dept of Transportation
- NM Dept of Health
- NM Dept of Fin & Admin
- NM State University
- University of NM
- Highlands University

Heather received her Bachelor of Accountancy from New Mexico State University. Heather is compliant with all continuing education hours required by the State of New Mexico and the American Institute of Certified Public Accountants to perform an audit of governmental organizations, including meeting the requirements of Government Auditing Standards. Additionally, Heather has taught at the New Mexico Association of Counties Legislative Conference.

THOMAS GUARINO, SENIOR AUDITOR

Thomas is an accountant with five years of experience in auditing and accounting for governmental entities. Thomas will serve as one of the senior auditors on the engagement. He has conducted training seminars within our Firm on various government accounting and auditing topics. The advantages of having an experienced "in-charge" such as Thomas, include the elimination of time spent by your personnel training our staff and a generally more efficient and cost-effective audit. Thomas has been **supervising audits for more than 2 years**.

GOVERNMENT EXPERIENCE

- City of Las Cruces
- City of Farmington
- City of Roswell
- Village of Los Lunas
- City of T or C
- City of Grants
- Village of Ruidoso
- Village of Tijeras
- Village of Eagle Nest
- Village of Chama
- San Juan County
- Lea County
- Colfax County
- Mora County
- Union County
- Haltom City, TX
- City of Terrell, TX

DON ABEL, CISSP, CISA, CRISC, IT SPECIALIST

Don Abel is our Director of Information Systems. He has over 18 years of experience in the Information Systems Field – Project Manager for IT projects, Network Administrator, IT consultant specializing in network security and administration, internal auditing, a Programmer Analyst, and auditor. Don will serve as part of the audit team to help determine the effect of information technology on the audit, understand the entity's controls, and design and perform tests of controls and substantive tests. Don is familiar with the AICPA Electronic Data Processing guidelines and will be responsible for the EDP portion of the audit. He will assist in determining what we may need from IT staff and their role in the audit and how to drive audit efficiency.

Certified Information Systems Security Professional (CISSP)

The CISSP certification is a globally recognized standard of achievement that confirms an individual's knowledge in the field of information security. CISSPs are information assurance professionals who define the architecture, design, management and/or controls that assure the security of business environments. This was the first certification in the field of information security to meet the stringent requirements of ISO/IEC Standard 17024.

Certified Information Systems Auditor (CISA)

The CISA certification is a globally recognized certification in the field of audit, control, and security of information systems. CISA gained worldwide acceptance having uniform certification criteria, the certification has a high degree of visibility and recognition in the fields of IT security, IT audit, IT risk management and governance. Vacancies in the areas of IT security management, IT audit or IT risk management often ask for a CISA certification.

Certified in Risk and Information Systems Control (CRISC)

The CRICS certification is awarded by the Information Systems Audit and Control Association and aims to provide a common body of knowledge for information technology/systems risk management, and to recognize the knowledge of enterprise and IT risk that a wide range of IT and Business practitioners have acquired, as well as the capability to: design, implement and maintain information system (IS) controls and to mitigate IS/IT risks.

DESK AND FIELD REVIEWS

Because of the level of audits that we perform that require federal single audits and the number of clients that we serve that receive federal and state grant assistance, many of our clients have field and desk reviews performed on their audits at least annually. We are not aware of the specific number of these reviews that have been performed on our audits in the last three years, but there are no unresolved questions or findings resulting from the desk reviews. No disciplinary action has ever been alleged and no action is pending or has been undertaken against the Firm by the SEC, AICPA, New Mexico State Board of Public Accountancy, other federal or state regulatory agencies, or other professional organizations.

PEER REVIEW

As an indication of our commitment to quality, we are a member firm of the National Peer Review Committee (formerly known as the Center for Public Company Audit Firms) Peer Review Program and the AICPA's Governmental Audit Quality Center (GAQC). Our firm has been a member of the peer review program for well over 20 years. The GAQC requires member firms to establish policies and procedures specific to the firm's governmental audit practice to comply with the applicable professional standards and Center membership requirements. Additionally, member firms must have its governmental audits selected as part of the Firm's peer review.

We are required to undergo peer reviews every three years. We completed our most recent review in 2019 and received a rating of pass. In addition, we also received no "letter of comments," and therefore achieved the highest possible rating, obtained by only a small percentage of accounting firms across the nation. A copy of our most recent peer review report is below. The review included several specific government engagements.



HADDOX
REID
EUBANK
BETTS PLLC

CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 25, 2019

To the Partners of
Pattillo Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

COMMUNICATION

Coordination and communication on a day-to-day basis and in regularly scheduled meetings with management and those charged with governance is a vital component of our approach to delivering audit services. We work to establish a clear communication plan that focuses discussions on management's approach to identifying risks for reliable financial reporting. That plan enables PBH to understand how clients' management reaches its conclusions and helps management understand how we reach ours.

We will communicate with management and others as designated on a routine basis. We generally consider it effective to meet on a weekly basis regarding the items received, the questions we have, the concerns you may have regarding the audit, etc. This can be done either through a face-to-face meeting or email with a status update, whichever the City prefers. We will leave the preferred form of communication of updates to the City.

Throughout the audit we will go over the audit findings and adjustments with management so that prior to presenting to the Board we ensure that we have all the relevant facts and that our conclusions are accurate. Once the findings and adjustments are finalized, we will set an exit conference with the audit committee. We will go over all communications required by auditing standards with the Audit Committee and present the audit draft. Once this meeting is done and the report has been issued, we will present the audit to the Board. This communication will depend upon your needs. We can do a detailed review of the financial statements or we can do a high-level summary.

AUDIT APPROACH AND BASIC UNDERSTANDING OF OPERATIONS

This audit engagement will include an examination of all grants, programs and general operations of the City and Housing Authority in accordance with Generally Accepted Government Audit Standards, the provisions of OMB Uniform Guidance (2CFR200), HUD Audit Guide, Guidelines on Reporting and Attestation Requirements of Uniform Financial Reporting Standards (UFRS), and the New Mexico Office of the State Auditor 2021 audit rule 2.2.2 NMAC.

We will assist with the preparation of your financial statements from the detailed records provided by your personnel. We will utilize and communicate with your staff at any time we can to have them assist with the preparation of the financial statements and related schedules and notes as they are the individuals with the first-hand knowledge of the information needed to prepare all items. This, however, does not relieve management from its responsibility for ensuring that the financial statements are presented fairly in accordance with accounting principles generally accepted in the United States of America, including the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements.

We will separately attest that we have compared the electronically submitted data in the REAC staging database to the hard copy of the audit report and FDS and ensure this is conducted in accordance with the Uniform Financial Reporting Standards (UFRS) Rule, AICPA Statement on Auditing Standards No. 29

and OMB Uniform Guidance. We will also complete the auditor portion of the Data Collection Form electronically.

We believe that a long-term professional relationship must be mutually beneficial to be of lasting value to either party. In the end, regardless of the amount of the fee, you are paying too much if you are not satisfied with the value or quality of service you received or the individuals who provide that service. Our goal in serving the City of Las Vegas will be to deliver timely, responsive service that meets your needs, exceeds your expectations, and produces value that exceeds our fees. We have achieved that goal in serving numerous clients, and we fully expect to achieve it in serving you.

This audit engagement will include an examination of all grants, programs, and general operations of the City in accordance with Generally Accepted Government Audit Standards, the provisions of OMB Uniform Guidance (2CFR200), and the New Mexico Office of the State Auditor 2020 audit rule 2.2.2 NMAC.

Our approach will be to coordinate the audit plan with the City staff as soon as possible. Work will be distributed among the audit team based on experience levels with particular areas. The timing of procedures will be coordinated with the personnel during introductory meetings. Our approach will focus on addressing accounting and auditing issues early to provide a smooth audit at year-end. We will also reassess our audit plan to ensure issues have been timely addressed, staffing is appropriate, and fieldwork is performed in a high-quality manner. We will begin our audit with an initial planning meeting to discuss issues, scheduling, expectations, and other relevant items. We will then formalize a plan that corresponds to the City's expectations and that appropriately addresses areas of audit risk. Communication regarding audit progress will be incorporated in this plan, which will be provided to the City along with a list of items required to perform the audit.

Our audit plan will be based on the risk assessment performed and impacted by key processes identified. This audit plan would cover the 2021 audit and would be revised in subsequent years based on changes to the City. An outline of these general procedures is as follows:

- Gather information about the entity and its environment that may be relevant in identifying risks of material misstatement of the financial statement.
- Gather information to understand and evaluate the design and implementation of the entity's internal control system.
- Synthesize the information gathered, identify risks (both overall and specific risks) that could result in material misstatements of the financial statements, and develop an overall audit strategy.
- Assess the risks of material misstatement of the entity's financial statements after evaluating the entity's programs and controls.
- Develop appropriate responses (further audit procedures) to the risks identified considering the overall audit strategy and planning materiality.

SPECIFIC WORK PLAN

Our audit approach consists of four key phases: preliminary audit planning, interim fieldwork audit fieldwork, and final review and audit conclusion.

Preliminary Audit Planning

Preliminary audit planning will be performed each year prior to the beginning of on-site fieldwork. In this phase of the engagement, our firm will perform the following procedures:

- We will establish the terms of the engagement by issuing the City an engagement letter.
- We will review prior year engagement workpapers and financial statements to determine an initial audit strategy.
- Perform an initial assessment of risk based on the City's control environment.
- Determine nature, timing, and extent of risk assessment procedures to be performed during interim fieldwork.
- Determine planning materiality.
- Partner will meet with City management about engagement details such as audit scheduling and auditor/auditee responsibilities.
- We will communicate with the audit committee or designated City personnel about our initial audit plan and obtain any information they might provide about identified audit risks and other concerns.

Interim Fieldwork

Interim fieldwork will be performed each year primarily on-site at the City's facilities. We will perform the following procedures in this phase of the engagement:

- We will review and document our understanding of the City's centralized and decentralized accounting processes, and we will also evaluate the City's use of accounting software and overall information technology (IT) framework and internal controls.
- We will gain an understanding of the City's operations by reviewing, documenting, and evaluating internal controls related to significant transaction classes and operating processes.
- We will gain an understanding of the City's significant operating relationships concerning component units and joint ventures, if applicable.
- We will perform a preliminary analysis of the City's federal and state grant awards and gain an understanding of the internal controls the City has in place for compliance with federal and state laws and regulations, if applicable.
- Perform preliminary analytical procedures and document their effect on the audit plan.
- We will finalize our initial audit strategy and communicate with the City about specific documentation we will require for audit fieldwork.
- We will gain an understanding of the City's significant contractual relationships and evaluate the potential impacts of those contracts on the financial statements.

Audit Fieldwork

Audit fieldwork will be performed after year-end closing and will include a majority of the substantive testing to be performed during the engagement, including:

- Perform substantive tests of account balances, tests of controls, if necessary, and detailed analytical procedures.
- Perform test of controls and compliance over major federal programs in accordance with Uniform Guidance (2CFR200).
- Complete fieldwork documentation.
- Draft financial statements and other reports.
- Discuss audit findings and adjusting entries with the appropriate City personnel.

Final Review and Audit Conclusion

This phase of the engagement will begin as audit fieldwork concludes. Activities to be completed during this phase of the engagement include:

- Perform final analytical review and document effect on audit conclusion.
- Evaluate the effects of passed adjustments.
- Evaluate contingencies, subsequent events, and obtain legal representations.
- Review workpapers including a detailed review by the audit manager, engagement partner, and technical review.
- Provide the financial statements and other materials to the City management for review.
- Communicate any significant deficiencies, material weaknesses, or other management comments.
- Maintain the confidentiality, safe custody, integrity, accessibility, and retrievability of the workpapers.
- Assemble and retain the workpapers for a sufficient period of time (subject to monitoring review).
- Present final report to Board after issuance by the New Mexico State Auditor's Office.

ESTIMATE TIMETABLE

The table below represents our estimated timeline related to planning, interim fieldwork, final fieldwork, and reporting. We understand there are circumstances that may require alteration of the estimated timing. We plan to work closely with the City to ensure that the timing will be adequate to complete the audit by the deadline efficiently and effectively without causing intense interruption to the operations of the City.

TASK	ESTIMATE TIME PERIOD
Entrance Conference	June 2021
Planning and Interim Fieldwork	June/July 2021
Preliminary Uniform Guidance Audit Work	June/July 2021
Final Financial Statement Fieldwork	September/October 2021

Final Uniform Guidance Audit Work	September/October 2021
Management Review of Financial Statements and Report	November 2021
Exit Conferences	November 2021
Submission of Report to the New Mexico Office of the State Auditor	December 1, 2021

STAFF CONTINUITY

We realize that is difficult for our clients to see new faces every year. We are committed to ensuring that you will see the same audit team year in and year out. During the last three years we have averaged approximately 15% turnover in our local Albuquerque office. Our staff turnover has been minimal and only occurred voluntarily and for personal reasons. We will communicate with the City any changes to personnel prior to any changes to ensure that City personnel approve such changes.

USE OF CITY STAFF

The plans for using your staff and obtaining the schedules prepared by the client (PBC) are as follows. The PBC requests are a major aspect of the audit process that will involve your staff. We customize your PBC requests to be specific to your circumstances and we use information and schedules you already have. We are not "set in our ways" when requesting information or schedules from your staff. If your staff has the information already, we will use that information. We will NOT request your staff to complete schedules in our format on templates that we would provide. We do NOT have to have the information in our format. We can be flexible and will work with your staff to perfect this working list as it is a valuable tool in keeping the audit on-track and on-time. Use of City staff will include the following:

- **Planning:** City staff will be used to facilitate an understanding of internal control, as well as processes, procedures, changes in environment and other significant items noted during this initial phase of the audit. Internal components of the organization will be reviewed utilizing staff to complete walkthroughs and observations of key internal controls. A documentation request list will be submitted to City and fieldwork will be scheduled.
- **Fieldwork:** City staff and PBH will work together closely for timely completion of the on-site fieldwork. Communication with management and staff will occur throughout the audit process.
- **Reporting:** Once the planning and fieldwork are completed, the audit report and financial statements will be prepared. During this phase City staff will be utilized on a minimum basis.

We will coordinate with internal auditors, if there is an internal audit department, in order to avoid duplication. We will work with the internal auditors during the planning phase to evaluate their risk assessment and to determine what procedures they have performed. We will coordinate with the internal auditors if it is determined that we will rely on procedures they performed.

EVALUATION OF INTERNAL CONTROLS

Our audit plan will be based on the risk assessment performed and impacted key processes identified. This audit plan would cover the 2021 audit and would be revised in subsequent years based on changes to the City. For each key process included in the audit plan, we will perform the following audit work:

- Understand the accounting process in depth, including significant process controls in place to mitigate risk.
- Test significant control points to determine if controls are operating as designed.
- Compare processes and controls to “best practices” to determine their effectiveness.
- Report to management on the effectiveness of processes.
- Determine whether any residual audit risk remains and whether substantive audit tests are required.

Our information technology audit service consists of a systematic evaluation of your entity's information system security by measuring how well it conforms to a set of established criteria. We typically assess the security of your system's physical configuration and environment, software, information handling processes, and user practices. We have three information technology specialists to assist with any IT auditing activities. Also, all of our audit staff are trained and well versed in computerized systems as they relate to financial processes. Additionally, our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system.

We have developed significant resources in the areas of computer applications and system analysis to provide a wide range of services to our clients as outlined below:

- We are familiar with and have experience in auditing systems using a wide range of financial application software. We currently have clients who use Triadic, Incode, SunGard—HTE, STW, Rectrac, Class, Pentamation, Fund Ware, MIP, MAS 90, and many other software systems frequently used by government entities.
- A computer consultant from our Firm will be assigned to your audit to aid in technical areas of system controls and procedures. His resume is included in the “Resume” section of this proposal. All personnel assigned will be familiar with computerized accounting systems and controls. All experienced personnel receive training specifically in these areas during their development and progression.
- We also use data extraction software to address any specific areas of risk your system might have. We can use this software to evaluate many automated processes that the City uses such as P-card purchases, journal entry processing, and issues related to data security and integrity.

WEB BASED APPLICATION FOR SHARED DOCUMENTS (CCH PORTAL)

This tool, to which only key client personnel and our key engagement team members and limited IT personnel have access to, provides a private environment for transmission of sensitive data that is necessary for our engagement. The portal also accommodates extremely large data files that cannot

efficiently be transmitted using other means. Because this is a private portal, security is vastly improved over that of internet transmissions such as e-mail.

EFFECT OF A MULTIYEAR ENGAGEMENT

The first year of an audit engagement is a crucial year in which we work together with the City to identify what items worked well and what items can be improved upon. We make great efforts to identify those items upon completion of the audit and utilize that knowledge to adjust our audit plan and/or timing accordingly. Through this process we are better able to perform the audit of the City as effectively and efficiently as possible with minimal impact to the City.

Should this become a multi-year engagement, we will be able to place additional audit emphasis on a different audit area each year, providing more in-depth analysis. This will provide the City with an increased review of internal controls and more constructive management letter comments. In addition, we can change scope levels in subsequent years to increase efficiency and maintain a constant level in our fees.

	1st Year Hours FYE 6/30/21	1st Year Cost FYE 6/30/21	2nd Year Hours FYE 6/30/22	2nd Year Cost FYE 6/30/22	3rd Year Hours FYE 6/30/23	3rd Year Cost FYE 6/30/23
Financial Statement Audit	405	\$44,550	405	\$44,550	405	\$44,550
Federal Single Audit	40	4,400	40	4,400	40	4,400
Financial Statement Preparation	40	4,400	40	4,400	40	4,400
Component Unit (Housing Authority)	150	16,500	0	0	0	0
SUB TOTAL	635	69,850	485	53,350	485	53,350
Gross Receipts Tax		5,501		4,202		4,202
TOTAL COMPENSATION		\$75,351		\$57,552		\$57,552

OFFEROR INFORMATION

OFFEROR: Pattillo, Brown & Hill, LLP

AUTHORIZED AGENT: Chris Garner

ADDRESS: 5310 Homestead NE STE 100B Albuquerque, NM 87110

TELEPHONE NUMBER (505) 266-5904

FAX NUMBER (505) 268-6444

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: None

NEW MEXICO CONTRACTORS LICENSE NO.: None

SERVICE (S): **2021-2022-2023 ANNUAL AUDIT SERVICES**

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 Bernalillo }

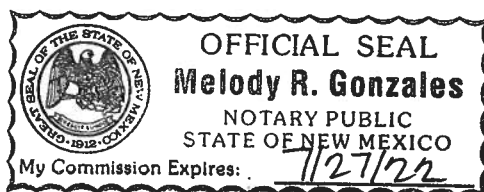
I, Chris Garner state under penalty of perjury that I am at least 18 years old, and am of the age authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement 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.

Chris Garner
Signature

Subscribed and sworn to before me, this 16th day of February, 2021.

(SEAL)

Melody R. Gonzales
Notary Public Signature
My Commission Expires: 7/27/22



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.

APPLICATION OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 74-1130599

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.

New Mexico (CRS) Tax Identification Number: CRS 02-366912008

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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.

DATE

Proposals pursuant to this request for Proposals must be received at the location on or before the date given in the advertisement.

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

February 16, 2021

Date

Partner

Title (Position)

9. ACCEPTANCE OF CONDITIONS

NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW
The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Pattillo, Brown & Hill, LLP

Name of Firm

5310 Homestead Rd NE STE 100B

Mailing address of Firm

Albuquerque, NM 87110

City, State and zip code

505-266-5904

Telephone number

505-268-6444

Fax Number

Chris Farmer

Signature of Owner, Partner, Officer or Authorized Agent

2/16/21

Date

SECTION 00410
NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of New Mexico)

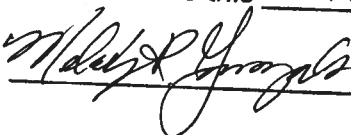
County of San Miguel)

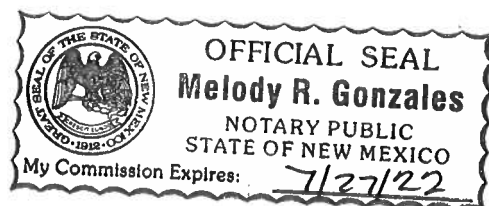
I, Chris Garner being first duty sworn, depose and say that:

- (1) He/she is the Partner of Pattillo, Brown & Hill, LLP the Bidder that has submitted the attach Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid
- (4) Neither the said Bidder nor any of its partners, officers, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in anyway colluded, conspired, connived or agreed, directly or indirectly with any Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid or any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy or conveyance or unlawful agreement any advantage against the owner or any person interested in the proposal contract; and
- (5) The price or prices quoted in the attached Bid are fair and are not tainted by any collusion, conspiracy, conveyance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties of interest, including this affiant.

/s/ 

Subscribed and sworn before me this 16th day of February 2021

NOTARY PUBLIC:  My Commission Expires: 7/27/22



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

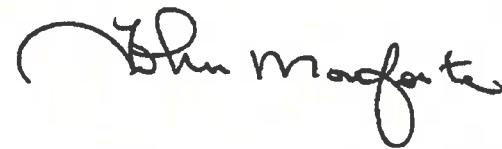
Issued to: **PATTILLO BROWN & HILL LLP**

DBA: **PATTILLO BROWN & HILL LLP**
6743 ACADEMY RD NE STE B
ALBUQUERQUE, NM 87109-3372

Expires: **17-Apr-2021**

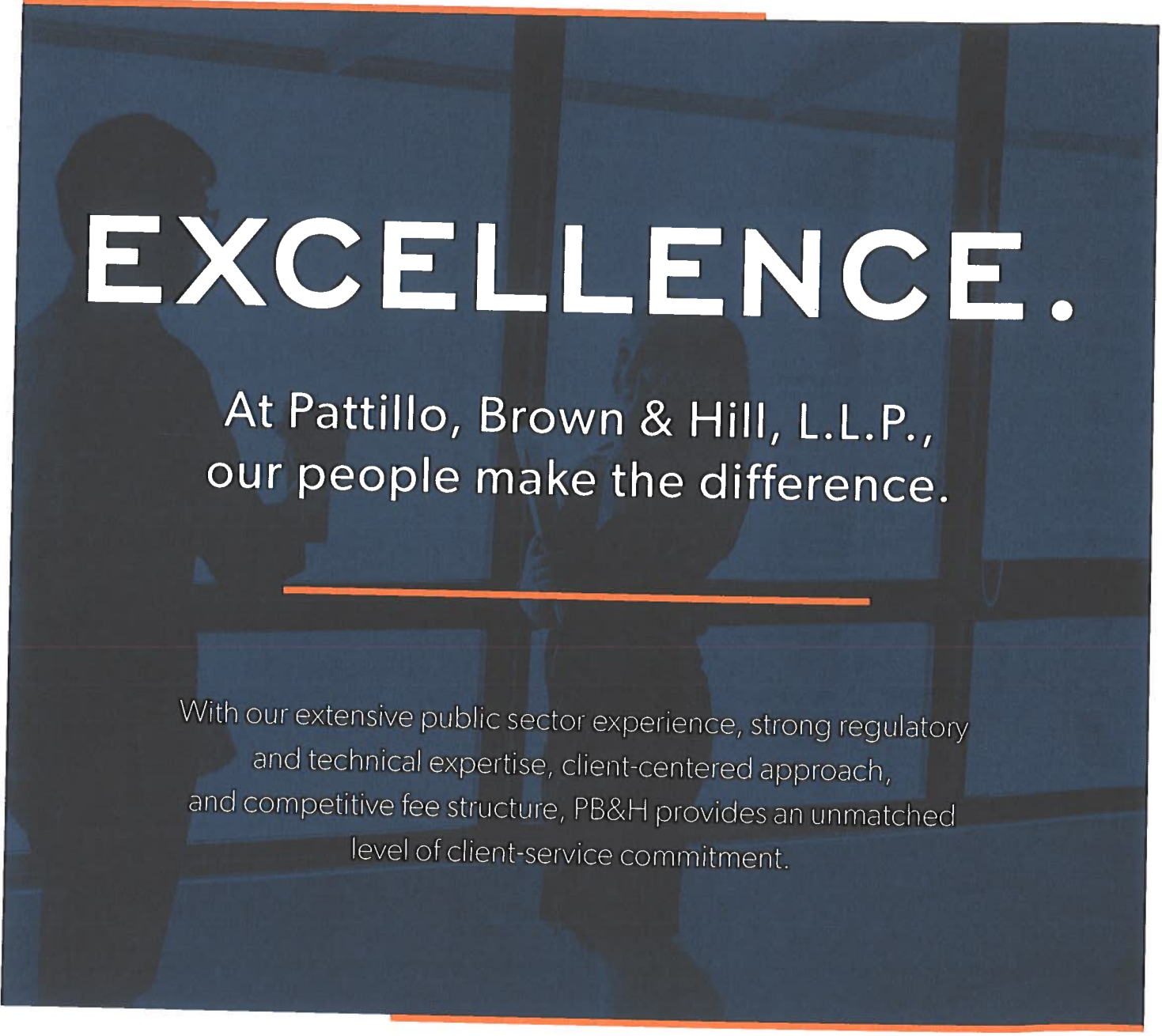
Certificate Number:

L0639522608



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



EXCELLENCE.

At Pattillo, Brown & Hill, L.L.P.,
our people make the difference.

With our extensive public sector experience, strong regulatory
and technical expertise, client-centered approach,
and competitive fee structure, PB&H provides an unmatched
level of client-service commitment.

PAULA LOWE, CPA
plowe@pbhcpa.com

JOHN K. MANNING, CPA
jkmanning@pbhcpa.com

CHRIS GARNER, CPA
cgarner@pbhcpa.com

JOHN GORDON, CPA
jgordon@pbhcpa.com

TODD PRUITT, CPA
tpruitt@pbhcpa.com

CHRIS PRUITT, CPA
cpruitt@pbhcpa.com

QUALITY AUDIT & ACCOUNTING SERVICES



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

Meeting Date: March 10, 2021

Date Submitted: 02/26/2021

Department: Utilities

Item/Topic: Award request for proposals #2021-13 for hazardous materials clean-up and removal to AGM Konstruktion & Environmental Services.

Advertised: 02/20/21; Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 02/16/21

Number of Proposers: 4 – AGM Konstruktion & Environmental Services
Advanced Environmental Services
James Sena ACT Enviro
Emergency Environmental Services LLC

Fiscal Impact: Paid for through City funding by each individual department as utilized.

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

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 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 _____



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

Meeting Date: March 10, 2021

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Advertised: 02/20/21; Las Vegas Optic, Albuquerque Journal and City Website

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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 am/pm, Feb 11, 2021 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

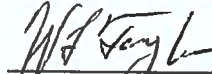
HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES** Opening No. 2021-13; 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,



WILLIAM TAYLOR, CITY MANAGER



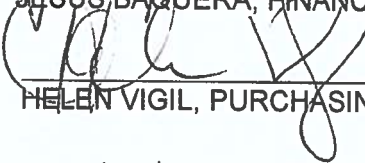
SCOTT AARON, CITY ATTORNEY



CASANDRA FRESQUEZ, CITY CLERK



JESUS BAQUERA, FINANCE DIRECTOR



HELEN VIGIL, PURCHASING OFFICER

Opening No. 2021-13

Date Issued: 1/14/2021

Published: LAS VEGAS OPTIC

Jan 20th, 2021

ALBUQUERQUE JOURNAL

Jan 20th, 2021

www.lasvegasnm.gov

Jan 20th, 2021

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHINICAL 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 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Feb 11, 2021; 2:00 am/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: _____, 2021. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 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 HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES

The City of Las Vegas, New Mexico is requesting proposals for hazardous materials clean-up and removal services defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall provide all labor, materials and equipment necessary for Hazardous Materials Clean-Up and Removal 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. In addition, on an as needed basis, the contractor will conduct surveys, hazard screens, risk assessments for lead, mold or other regulated building materials, provide asbestos and lead remediation services and conduct environmental sampling in accordance with federal and state regulations. The Contractor is required to meet all specifications listed and follow all applicable Federal, State, and local laws, rules, and regulations. 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:

1. Perform General routine pickups and onsite Emergency Hazardous Materials Abatement, Cleanup, and/or Toxic Remediation Services as directed by the City of Las Vegas. All waste disposals are subject to verification and final analysis.
2. Biohazard Remediation Services shall include but are not limited to the following. Disposal and clean up of bio hazardous to include blood, bodily fluids, sharps or other biohazards. Properly clean and apply an EPA registered disinfectant that treats potentially contagious agents.
3. Perform asbestos/lead base paint abatement in accordance with an Asbestos Survey that will be provided by the Contractor. All work will be performed in accordance with all applicable federal, state and local regulations relating to the removal and disposal of asbestos/lead containing materials.
4. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
5. The contractor will do all work in accordance with the plans, specifications, and performance standards and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits, certifications and licenses to comply with local, state and federal requirements.

6. Contractor shall provide on-site supervision at all times for all of their work to be performed.

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: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES"** 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 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.
 10. Cost
 - i. The Offeror shall provide in a sealed envelope the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- 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

- 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). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 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 who 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 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

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

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

Mayor Louie A. Trujillo

ADDENDUM NO. 1

REQUEST FOR PROPOSALS OPENING #2021-13

HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES

Change in Bid Opening Date

This addendum is to reflect the change in the bid opening date from February 11, 2021 at 2:00 PM to February 16, 2021 at 2:00 PM.

All other terms and conditions of the original invitation for Bids or Request for Proposals shall remain the same.

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 N. GRAND AVE., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: www.lasvegashm.gov, BY WRITING TO 1700 N. GRAND AVE. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OF THE R.F.P. DOCUMENTS REMAINING UNCHANGED.

CITY OF LAS VEGAS,

William Taylor, City Manager

Scott Aaron, City Attorney

Cassandra Fresquez, City Clerk

Jesus Baquera, Finance Director

Helen Vigil, Purchasing Director

PUBLISHED: Albuquerque Journal - 01/22/21
Las Vegas Optic - 01/22/21
City Web Page - 01/22/21

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 16-Feb-2021

OPENING NO.: 2021-13

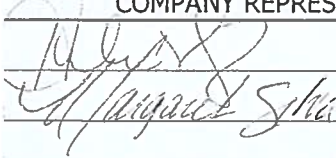
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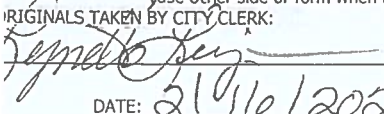
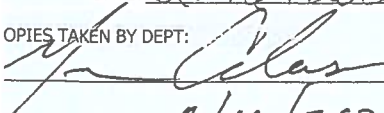
DEPARTMENT: UTILITIES

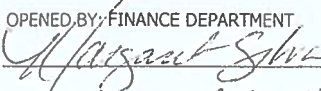
LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 AGM Konstruktion & Environmental Services				✓	✓
2 Advanced Environmental Solutions				✓	✓
3 James Sena ACT Enviro				✓	✓
4 Emergency Environmental Services LLC				✓	✓
5					
5					

COMPANY REPRESENTATIVE	COMPANY NAME
	CLV Purchasing
	CLV Inventory

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

DATE: 2/16/2021
COPIES TAKEN BY DEPT:

DATE: 2/16/2021

OPENED BY: FINANCE DEPARTMENT

DATE: 2-16-2021

Hazardous Material Clean-Up

And Removal Services

1. AGM Konstruction	89.25
2. Emergency Environmental	80
3. ACT Enviro	72.25
4. Advanced Environmental Solutions	62.75



Proposal:

**HAZARDOUS MATERIAL CLEAN-UP AND REMOVAL
SERVICES**

City of Las Vegas

1700 N. Grand Ave., Las Vegas, New Mexico

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OFFEROR INFORMATION

OFFEROR: AGm Environmental Service

AUTHORIZED AGENT: Ambrose Castellano

ADDRESS: 1570 Pacheco St. Suite E.6 Santa Fe, NM 87505

TELEPHONE NUMBER (505) 429-6072

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: 395844

SERVICE (S): HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHINICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF Santa Fe }

I, Ambrose Castellano 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 10th day of February, 2021.

(SEAL)

Rebecca J. Martinez
Notary Public Signature

My Commission Expires: 4/23/23



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: 85-0680034

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: _____
(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 _____

Owner
Title (Position)

Qualifications and Experience:

AGM Konstruktion and Environmental Services is a full-service environmental remediation service company performing asbestos abatement, lead paint abatement, comprehensive asbestos inspections and sampling, mold remediation, chemical inventory and disposal, emergency response, hoarding and clutter clean-up. Additionally, **AGM** offers both structural and “soft” demolition services. **AGM** serves the entire state of New Mexico and emphasizes negotiated work through the use and management of publicly bid multi line-item term contracts.

Ambrose Castellano and Ernest Vigil bring over 30 years of environmental remediation experience to **AGM Konstruktion and Environmental Services**; both have years of experience bidding and managing asbestos abatement and environmental services on demand term contracts.

AGM currently holds the State of New Mexico Price Agreement. This agreement has been utilized by other governmental municipalities throughout New Mexico to perform environmental remediation and demolition projects.

A representative list of clients includes:

- The City of Santa Fe
- County of Santa Fe
- County of Santa Fe Housing
- City of Las Vegas Housing
- County of Los Alamos
- Sierra County Hospital
- General Services Administration (GSA)
- City of Roswell Airport
- Village of Jemez Springs
- Las Vegas City Schools
- Santa Fe Public Schools
- Cobre Schools
- Las Cruces Public Schools
- Roswell Public Schools
- West Las Vegas Public Schools
- Cuba Independent Schools

In addition, **AGM** works closely with architectural and engineering firms to plan abatement and remediation projects years in advance of impending master plans for schools and government entities.

AGM employs competent and trained individuals that are subjected to extensive pre-employment background screenings, and pre-employment drug screening. Employees are provided industry training, and comprehensive medical screenings. **AGM** employees are provided health and safety training prior to joining the **AGM** team.

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Margarita Salazar
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **AGM KONSTRUCTION, LLC**
PERMANENT LICENSE #395844

Located at: **12 CALLE LOMITA BLANCA RD, SANTA FE, NM 87506**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98, GS29

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

08/13/2018

Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Quality Assurance and Control

AGM employs numerous quality assurance and quality control processes in its operation; these QA/QC programs are highly effective in the safe and efficient performance of all projects handled by *AGM*, large or small.

AGM's standards for Project Estimating and Management Plan ensure each project, public or private, is reviewed and managed using sequential considerations. The following protocols are implemented with every project estimated, managed, and completed by *AGM*.

- Development of contract documents by owner/contractor/subcontractor
- Selection and assignment of management team for each project
- Project specific mobilization and worker protection plan
- Site specific design plans to ensure complete scopes of work, and responsibilities
- Removal process that ensures quality assurance/control with regulation compliance
- Final inspection/cleaning process that ensures timely, and thorough, site readiness
- Post project activities including final closeout documentation, waste manifests, and final clearance air monitoring results/documentation
- Post project walkthrough with owner/contractor/subcontractor which includes returning keys, parking/access passes, etc.

AGM Safety Considerations:

AGM's in-house OSHA 500/502 trainer is on the forefront of safety. Ernest Vigil holds the OSHA 500 1926 Construction Training trainer certification. Ernest ensures all *AGM* and employees are up to date and constantly refreshed on the training needed to conduct all facets of working in the demolition or environmental fields. Ernest conducts OSHA 10-hour classes for all personnel employed by *AGM*, as well as outside contractors. Daily tailgate meetings are held and reviewed randomly; a daily site-specific safety log is reviewed and signed by each worker prior to starting work that day.

AGM is committed to providing excellent service in a safe and efficient manner. We hope for an opportunity to share our experience, and philosophy in the completion of your next demolition or environmental remediation project. If you have any questions, please contact me. We look forward to doing business.

Respectfully,

Ambrose Castellano
Owner
AGM Konstruktion and Environmental Services
ambrose@agmkonstruktion.com
Cell 505.429.6072
Office 505.365.2922

SERVICE PROJECT ESTIMATING SPREADSHEET
FOR
GENERAL LABOR / ASBESTOS / MOLD / REMEDIATION SERVICES

1.26.21 Version

ESTIMATOR: Ernest Vigil AGM Konstruction and Environmental Services
 PROJECT NAME: Las Vegas NM Hazardous Materials Clean-up and Removal Services
 SCOPE OF WORK: All Environmental Projects

LABOR DESCRIPTION:	HOURLY:	18% Burd & 30% O/P RATE:	SUBTOTAL
General Labor (furniture moving/cleaning/etc)		\$52.50	\$0.00
			\$0.00
			\$0.00
Non Haz Demolition Pre Clean L (non-structural walls/ceilings/floors)		\$58.50	\$0.00
			\$0.00
			\$0.00
Maint. Level Asbestos / Mold: (glovebag/debris cleaning/etc)		\$41.24	\$0.00
			\$0.00
			\$0.00
Service Level Asbestos / Worke (less than NESHAP Qty / 1-2 days)		\$52.50	\$0.00
			\$0.00
			\$0.00
Standard Asbestos /Supervisor: (full containment/multi-day)		\$65.00	\$0.00
			\$0.00
			\$0.00
Project Mgmt / Project Admin.:		\$70.00	\$0.00
LABOR SUBTOTAL:			\$0.00

MOBILIZATION:	QTY:	SUBTOTAL
75-150 MILES:		\$500.00
	0	\$0.00
MOBILIZATION REQUIREMENTS SUBTOTAL:		\$0.00

*LODGING & SUBSISTENCE, IF REQUIRED, PER:	RATE/PER MAN	QTY/DAYS	SUBTOTAL
PER MAN:	\$125.00		\$0.00
: LODGING/SUBSISTENCE REQUIREMENTS SUBTOTAL			\$0.00

EQUIPMENT REQUIREMENTS Prices May Vary Based on Piece of Equipment	RATE:	QTY:	SUBTOTAL
Daily :	\$175.00	0	\$0.00
Weekly:	\$575.00	0	\$0.00
Monthly:	\$1,500.00	0	\$0.00
EQUIPMENT REQUIREMENTS SUBTOTAL:			\$0.00

AIR MONITORING REQUIREMENTS:	QTY / EA.	COST/EACH:	SUBTOTAL
PERSONNEL:		\$15.00	\$0.00
FINAL CLEARANCE / PCM:		\$700.00	\$0.00
FINAL CLEARANCE / TEM:		\$1,300.00	\$0.00
AIR MONITORING REQUIREMENTS SUBTOT			\$0.00

WASTE REQUIREMENTS:	# MILES:	COST PER CONT.QTY	ACM QTY:	ACM / YD:	C&D QTY:	C&D / YD:	SUBTOTAL
MILEAGE:		\$2.13					\$0.00
ACM WASTE:				\$30.00			\$0.00
C & D WASTE:						\$600.00	\$0.00
WASTE DISPOSAL REQUIREMENTS SUBTOTAL:							\$0.00

MATERIALS REQUIREMENTS:	QTY:	COST:	QTY:	COST:	SUBTOTAL
20' X 100' 6ml Polyethylene Sheeting: roll		\$63.80	Mastic Remover: each		\$45.00
20' X 100' 4ml Polyethylene Sheeting: roll		\$46.35	Shower Towels:Box		\$35.00
Duct Tape: each		\$9.00	Protective Suits: each		\$25.90
Asbestos Labelled Disposal Bags: roll		\$75.00	Leather Gloves: Pair		\$14.25
Clear Disposal Bags: roll		\$55.00	Decon System, 3 Set:		\$275.00
Std OSHA compliance Glovebag each		\$25.75	Spray Glue:		\$24.25
IAQ Mold Biocide/Sealer: gal		\$38.00	Asbestos Encapsulant:		\$40.00
MATERIALS REQUIREMENTS SUBTOTAL:					\$0.00

SERVICE ESTIMATE GRAND SUBTOTAL: \$0.00
 GROSS RECEIPTS TAXES: \$0.00

GRAND TOTAL THIS ESTIMATE: \$0.00



Expertise, Dedication, Responsiveness

Hazardous Material Clean-Up and Removal Services

Project ID: 2021-082F

Owner ID: 2021-13

Prepared for:

**The City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701**

Prepared by:

**Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700 Office**

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1. Capacity & Capability
2. Past Record of Performance
3. Familiarity with the City of Las Vegas
4. Current Volume of work with the City that is less than 75% Complete
5. Required Certifications

Section A.

Offeror's Identification



2318 Roldan Drive · Belen, New Mexico 87001
(505) 861-1700 · Fax (505) 864-1710
24 hr. Emergency #: (505) 861-1700 ext.
e-mail: asaiz@aesnm.com

February 12, 2021

Cassandra Fresquez
City Clerk
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

RE: Hazardous Materials Clean-Up and Removal Services
Project ID 2021-082F
Owner ID 2021-13

Dear Cassandra:

Advanced Environmental Solutions, Inc. (AES) is an S-Corporation based out of Belen, New Mexico, AES provides environmental, industrial, and construction service and was established in 2000. The comprehensive and extensive experience of the AES staff promotes and strengthens our customer commitment to safety, quality, compliance, documentation, and economy. Our unique abilities allow us to offer on-time/on budget delivery and first-rate results on every job.

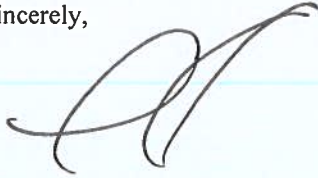
As a licensed contractor providing services to both private and the private sectors, AES maintains a comprehensive \$5,000,000.00 package that includes commercial general liability with professional and pollution liability. Additionally, our bonding package includes the capacity to bond a \$2,000,000.00 single project and \$4,000,000.00 aggregate. From chemists to heavy equipment operators, the AES staff experience and background allow us to perform job activities from start to finish with minimal subcontractor involvement. This is one cost effective way AES can save our clients valuable dollars.

AES technicians can operator heavy equipment and hold commercial driver's licenses with HazMat endorsements. All AES technicians are certified and trained to wear respirators, supplied air, SCBA, and other required personal protective equipment. All AES technicians attend EPA/OSHA/DOT required courses, including Confined Space, Hazardous Waster Operator & Emergency Responses, CPR/First Aid training and HazCom and are under current Medical Surveillance.

Client cost savings can be realized because our unique combination of environmental and construction experience allows us to offer turnkey (abatement, waste disposal, demolition, design, management, and construction) contracting.

Thank you for the opportunity to submit this proposal. We appreciate your consideration and look forward to working with you and The City of Las Vegas.

Sincerely,

A handwritten signature in dark ink, appearing to be 'A. Saiz', with a stylized, flowing script.

Andy L. Saiz
Business Development Manager
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
PH: 505-861-1700
Cel PH: 505-450-8953
Fax: 505-864-1710
asaiz@aesnm.com
www.aesnm.com

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, Feb 16, 2021 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES

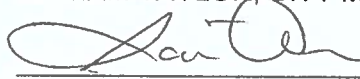
Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES** Opening No. 2021-13; 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.

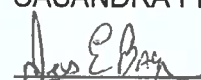
The City of Las Vegas reserves the right to reject any/or all proposals submitted.

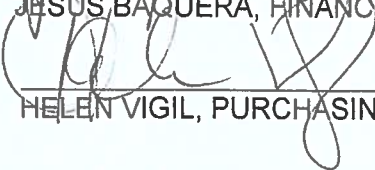
CITY OF LAS VEGAS,


WILLIAM TAYLOR, CITY MANAGER


SCOTT AARON, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK

 1-11-21
JESUS BAQUERA, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2021-13

Date Issued: 1/14/2021

Published: LAS VEGAS OPTIC

Jan 22nd, 2021

ALBUQUERQUE JOURNAL

Jan 22nd, 2021

www.lasvegasnm.gov

Jan 22nd, 2021

OFFEROR INFORMATION

OFFEROR: Advanced Environmental Solutions, Inc.

AUTHORIZED AGENT: Andy L. Saiz

ADDRESS: 2318 Roldan Drive - Belen, NM 87002

TELEPHONE NUMBER (505) 861-1700

FAX NUMBER (505) 864-1710

DELIVERY: Per Contract Specs

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0694940848

NEW MEXICO CONTRACTORS LICENSE NO.: 83422

SERVICE (S): HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHINICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF N.M. }

COUNTY OF Valencia }

I, Andy L. Saiz 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 12th day of February, 2021.



OFFICIAL SEAL
LAYNETTE LUCERO
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires 4/18/23

[Signature]
Notary Public Signature

My Commission Expires: 4/18/23

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 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Feb 16, 2021; 2:00 am/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: _____, 2021. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 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.

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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: 85 - 0468428

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.

Section B.

Campaign Contributions Disclosure Form

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

2/12/21

Date

Bus. Dev. Mnglr.

Title (Position)

Section C.

Personnel Experience

Personnel Experience

AES is an environmental service company based in Belen, New Mexico. The comprehensive and extensive experience of the AES staff promotes and strengthens our customer commitment to **safety, quality, compliance, documentation, and economy**. Our unique abilities allow us to offer on-time/on budget delivery and first-rate results on every job.

Since 2000, AES has been providing quality hazardous waste disposal services to both public and private organizations.

From chemists to heavy equipment operators, the AES staff experience, and background allow us to perform job activities from start to finish with minimal subcontractor involvement. This is one cost effective way AES can save our clients valuable dollars. We are a company that employs a technical staff with extensive knowledge and experience in the environmental business. We will always offer our clients, whether large or small, services they can confidently trust and rely on. Responding to our client's needs and concerns for safety, quality, compliance, documentation, and economy, will always drive our work.

AES can provide The City of Las Vegas with a complete and comprehensive waste management and spill response program. We have the experience and expertise to educate and advise The City of Las Vegas on proper waste management and waste minimization protocols that allows you to maintain regulatory compliance. On-site services include sampling, profiling, packaging, labeling, manifesting, transportation, and disposal of various hazardous, non-hazardous, universal wastes, and special wastes. All of our services rendered are in compliance with applicable local, state, and federal regulations. Additionally, all waste is shipped to a pre-approved and permitted TSDF.

Wastes that have been managed by AES include pharmaceuticals, PCB transformers, capacitors, ballasts, laboratory reagents of all hazard classes, solvents, corrosives, reactives, bio-waste, oils & other non-hazardous & New Mexico Special Waste.

Training Qualifications Outline and Medical Surveillance

The following is a table that outlines our training:

Training/Medical Surveillance	Frequency	Type/Standard
Medical Surveillance	Pre-Employment	Full DOT physical, Drug and Alcohol Testing, Lumbar, Respiratory, Hearing, Heavy Metals
	Annual	Full DOT physical, Drug and Alcohol Testing, Respiratory, Hearing, Heavy Metals
	Random	Drug and Alcohol Testing
	Post-Employment	Full DOT physical, Drug and Alcohol Testing, Lumbar, Respiratory, Hearing, Heavy Metals
40hr. HazWoper	Pre-Employment	29 CFR 1910.120
8 hr. HazWoper Refresher	Annual	29 CFR 1910.120
Health and Safety at Work Sites	Pre-Employment /Annual	AES Required
CESQG Training	Pre-Employment /Annual	AES Required
Contingency Plan Training	Pre-Employment /Annual	AES Required
Fire Extinguisher Training	Pre-Employment /Annual	29 CFR 1910.157
DOT Security Training	Every 3 years	49 CFR 172 Subpart H
First Aid and CPR	Pre-Employment /Annual	29 CFR 1910.266
Confined Space Training	Pre-Employment /Annual	29 CFR 1910.146
PPE/Respirator Training	Pre-Employment /Annual	29 CFR 1910.132
RCRA Training	Pre-Employment /Annual	40 CFR Part 262/265
Equipment Training	One-Time based on Equipment Used	29 CFR 1910.67
Forklift Training	One-Time based on Equipment Used	29 CFR 1910.178
Lockout/Tagout Training	Pre-Employment /Annual	29 CFR 1910.147
Bloodborne Pathogen Training	Pre-Employment /Annual	29 CFR 1910.1030
Hazard Communications Training	Pre-Employment /Annual	29 FR 1910.1200

Key Personnel Educational Background

Robert Chavez/ President & General Manager

SUMMARY OF QUALIFICATIONS:

- Extensive management skills, project design and implementation.
- Thorough understanding and execution of EPA, DOT, OSHA regulations for compliance
- Experience in personnel decisions and customer relation issues.
- Twenty-seven years in the environmental field, acting in a management, supervisory or technician position.
- Twenty-one years in the construction field, acting in a management, supervisory or technician position.
- Thirty-two years of sales experience directly related to the environmental & construction industry.

EMPLOYMENT HISTORY:

March 2000 – Present

President and General Manager, Advanced Environmental Solutions, Inc.

Oversees all aspects of administrative, technical and job activities. This includes preparation of bids and proposals, accounting, regulatory issues, documentation, customer service, and development of sales and marketing. Performs as on-site manager in the event of spill response activities. Schedules work assignments and ensures all activities are coordinated with appropriate subcontractors and vendors in order to provide a smooth and safe work environment.

February 1997 – March 2000

Manager; Perma-Fix Environmental Services, Inc.

Activities included supervision, budgeting, scheduling, & planning of projects. Development of health and safety plans. Sampling, cleaning, removal and installation of Underground Storage Tanks and Oil/Water Separators. Waste characterization for disposal. Sampling and profiling hazardous site remediation designing, execution and closeout. Packaging of hazardous waste for shipment. On-site treatment of RCRA characteristic and non-hazardous waste. Performs lead based paint inspection and sampling, asbestos inspections and sampling. Radon measurements and site assessments. Management and oversight of Department of Defense Environmental Waste Management contract.

June 1991 - February 1997

Manager, Anachem Laboratories

Managed the overall operation for Anachem in New Mexico. Arranged the complete New Mexico operation from renting the office space and acquiring the appropriate business licenses to increasing the client base from zero to 397 in a 5-year period. Responsibilities included supervision, budgeting, scheduling and marketing. Activities included proposal development, contract negotiations, sampling, preparation of Chain of Custody forms, labeling, and QA/QC of samples

January 1990 - June 1991

Sales Representative, Plano Honda, Plano, Texas

Responsibilities included proposal developments and negotiation of contracts. Activities included customer relations and creating and implementing innovative sales strategies. Worked 36 hours per week and pulled 18 credit hours while attending the University of Texas at Dallas.

1985 - January 1990

Sales and Finance Manager, Central Yamaha, Plano, TX

Responsibilities included the overall operation of the sales and finance department. Activities included contract negotiation, supervision of the sales force, marketing, and upkeep of the sales floor. Secured alternative finance sources. Reviewed credit reports and approved/disapproved credit applications. Developed sales reports and developed and applied sales strategies.

EDUCATION:

- The University of Texas at Dallas, Richardson, TX
- Major: BS in Business Administration
- Minor: Management Information Systems & Finance

ENVIRONMENTAL TRAINING:

- 40-Hour Hazardous Waste Operations and Emergency Response
- OSHA 8-hour HazWopper Refresher
- 8-Hour Hazardous Waste Supervisors Course
- 8-Hour Resource Conservation and Recovery Act Seminar
- Hazardous Waste 265.16 Personnel Training
- Department of Transportation Hazardous Materials training (DOT Subpart H)
- Advanced Waste Management Training
- Fall Protection Training
- Advanced RCRA Training
- Respirator Training and Fit Tested
- Personal Protective Equipment Training
- Mold Remediation Techniques Training
- HazComm Training
- Certified in Adult CPR and First Aid
- OSHA Confined Space Training

Jeff Fitt/Professional Services Manager

SUMMARY OF QUALIFICATIONS:

Advanced Environmental Solutions, Inc.

Belen, NM

Environmental Services Manager

2001 – Present

Responsible for the management and performance of environmental consulting activities to include environmental site assessments, NEPA environmental assessments, pollution prevention plans, and stormwater pollution prevention plans. Other activities include emergency response coordination, decommissioning of UST's and AST's, chemical lab packs, and project management of construction activities as well as proposal preparation for large projects.

Onyx Environmental Services, L.L.C.

Vancouver, WA

Project Manager/Client Manager

1998- 2001

Responsible for hazardous waste programs for large semiconductor manufacturing facilities with budgets exceeding \$1.5 million. Interface closely with the client to establish working budgets and cost accounting. Responsible for management of 90 day storage facilities, waste profiling, transportation and disposal. Heavy interface with regulatory agencies, permitting and annual reporting. Locate industrial clients for the reuse and recycling of reusable chemicals. Responsible for on-site training of personnel, both technical, and health and safety training. Heavily involved in engineering upgrades for the plants where hazardous materials are concerned. Involved in the statistical tracking of wastes as wafer facilities ramp up toward full production.

Fitt Environmental, Inc.

Vancouver, WA

Vice President

1992-Present

Conduct all facets of corporate management duties including cost accounting; profit and loss, projections and forecasts, human resources development, conducted promotional campaigns with sales staff. As vice-president participate as manager for the Northwest Division, responsible for all engineering, and geo-technical projects and personnel. Issues related to groundwater protection and wastewater treatment, environmentally sound industrial parks, transportation infrastructure, and network development for community issues and urban development. Coordinated closely with municipal engineers and consultants in water management plans and planning objectives. Implement water and environmental projects within the scope of resources management.

Manage hazardous waste site projects including Superfund investigations; remediation involving the excavation and aeration of petroleum hydrocarbon contaminated soil; on-site project engineer and supervisor of underground storage tank removal projects. Permit writing and consulting; Phase I environmental site assessments. Prepare environmental reports for EPA and state agencies, i.e. Department of Ecology and Department of Environmental Quality. To include pollution prevention consultation to industrial clients; prepared and edited reports for various projects including hazardous substance and oil spill control plans, hazardous waste management and quality assurance projects. The consultant of choice for Washington State's house-hold hazardous waste plans for all participating municipalities.

Burlington Environmental (Chempro)

Portland, OR

Project Manager

1989 to 1992

Management and supervision of environmental and industrial hazardous waste. Preparation of project bids and proposals; writing technical reports, cost accounting, public relations, sales support, project coordination and management; site remediation involving polychlorinated biphenyl's (PCB's), soils and ground water contaminated with heavy metals and/or petroleum products from leaking underground storage tanks. Cleaning of PCB's from air systems at natural gas plants, decommissioning of UST's, testing & implementation of new cleanup methods for PCB's and heavy metals. Hazcat training for the identification of chemical unknowns. Received specialized certification from Occupational Safety and Health Administration (O.S.H.A.) Extensive coordination experience with federal and city governments, i.e., Environmental Protection Agency (EPA), Department of Defense, Drug Enforcement Agency, and Department of Energy. Participated as operations coordinator with local law enforcement in the control of illegal methamphetamine drug labs.

Dresser Atlas, Division of Dresser Industries

Hobbs, NM

General Field Engineer

1977 to 1985

Managed and operated cased and open hole logging fleet for worldwide well servicing corporation. Supervised calibration and quality control of tools and instruments to maintain rigid industry standards. Assisted with new equipment testing and reporting, heavily involved with statistical processing control and product development. Provided assistance in sales and technical training to Junior Field Engineers and operators. Gained extensive experience in troubleshooting downhole electrical problems and onboard computers. Environmental management and monitoring of radioactive materials, both at industrial facilities and remote project sites. Maintained Radiological Handlers License for use of radioactive sources at project sites. Managed and trained personnel for radioactive and hazardous waste handling. Project leader in district to successfully run several combination tool strings which resulted in expanding District Sales.

EDUCATIONAL BACKGROUND

B.S. Chemical Engineering, Eastern New Mexico University 1978
Electrical Engineering Studies, New Mexico State University

SPECIALIZED TRAINING

- Hazardous Materials Site Health and Safety (80 hours), 29 C.F.R. 1910.120 requirement
- Certified in Adult CPR and First Aid
- OSHA 8-hour HazWopper Refresher
- OSHA Confined Space Training
- Commercial Drivers License w/hazmat endorsement
- DOT HM215A Training
- Certified Environmental Inspector
- Fall Protection Training
- Advanced RCRA Training
- Respirator Trained and Fit Tested
- Hazard Communications Training
- Personal Protective Equipment Training
- Mold Remediation Techniques Training

Douglas Roshau/Project Manager

SUMMARY OF QUALIFICATIONS:

Degree: **B.A., Banking and Finance**, University of North Dakota, 1987

EXPERIENCE

Advanced Environmental Solutions, Inc.

Project Manager

June 2005- Present

Provide management and technical support functions. Duties include project management, analysis, review, risk assessment, estimation, budget forecasting, problem solving, solution implementation, project and progress summaries, document and report preparation, and a final cost-budget analysis. Discuss and detail regulatory concerns with commercial, industrial, governmental and regulatory officials. Organize labor and resources to fit within tasking structures and cost allocations. Promote good customer relations and promote marketing opportunities.

Rod Rodriguez, Inc.

Project Manager

July 1998 to May 2005

Function as liaison for Department of Defense associated contractual activities on Kirtland AFB. Communicate regulatory and procedural concerns with contractual, government and regulatory concerns. Review, implement and ensure compliance with all applicable AF Technical Orders. Serve as equipment custodian. Ensure all equipment is properly calibrated and inventories are properly documented in accordance with AF procedures. Present contract performance summaries and procedural requirements, discuss manpower and support staff recommendations, propose funding source mechanisms and suggest cost allocation proposals to project Q/Cs and contract administrators.

Perma-Fix of New Mexico

Project Manager

March 1991 to December 1997

Manage environmental services and spill response activities on a daily basis for a US Air Force firm fixed environmental contract. Promote, create, and administer Work Assignments. Determine staffing and equipment requirements. Prepare project summaries and reports. Provide classification, packaging, documentation, marking, labeling and transportation of hazardous and non-hazardous waste. Perform characterization and laboratory packing of hazardous and non-hazardous waste. Profile waste for acceptance at various disposal facilities. Decontaminate facilities and equipment. Remediate hazardous waste sites. Providing emergency/spill response functions from first-responder to final clean up. Ensure that all project and customer activities are in accordance with environmental regulations and safety procedures. Provide oil/water separator installation, removal, sampling and routine maintenance. Operate equipment such as stakebeds, forklifts, front loaders, skidsteers and backhoes in performing waste management activities.

U.S. Army

Material Supply Specialist

August 1979 to August 1982

Following initial military training was assigned to the customer service branch, DIO, Supply and Services Division, 4th Infantry Division. Responsibilities included the proper accountability of over \$1 million in government furnishings. A secret security clearance was obtained to fully assist customers with supply requisition, recordkeeping and inventory. An Honorable Discharge was received upon completion of obligation.

SPECIALIZED TRAINING

- Hazardous Materials Site Health and Safety, 29 C.F.R. 1910.120
- Certified in Adult CPR and First Aid
- OSHA 8-hour HazWopper Refresher
- OSHA Confined Space Training
- Commercial Drivers License w/hazmat Endorsement
- 8-Hour Hazardous Waste Supervisors Course
- 8-Hour Resource Conservation and Recovery Act Seminar
- DOT HM215A Training
- Bloodborne Pathogen Training
- Lead Awareness Training
- CPR and First Aid Certified
- Fall Protection Training
- HazComm Training
- Advanced RCRA Training
- Respirator Trained and Fit Tested
- Hazard Communications Training
- Personal Protective Equipment
- Mold Remediation Techniques Training
- Department of Transportation Hazardous Materials training (DOT Subpart H)
- Advanced Waste Management Training
- Radiation Worker I and II

Staff Training, Experience & Longevity with Company

Robert Chavez / President: AES Employed since 2000

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- DOT Training
- Respiratory Training
- Haz-Mat Chemistry
- Lab Pack Training
- Cold & Heat Stress Training
- First Aid/CPR

Andy L. Saiz / Contract Manager: AES Employed since 2000

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Trench Shoring
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR
- CDL Haz-Mat License

Douglas Roshau / Project Manager: AES Employed since 2005

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Respiratory Training
- Haz-Mat Chemistry
- Lab Pack Training
- Cold & Heat Stress Training
- First Aid/CPR
- CDL Haz-Mat License

Jeff Fitt / QA/QC Manager: AES Employed since 2001

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Respiratory Training
- Haz-Mat Chemistry
- Introduction to EPA Regulations
- Lab Pack Training
- First Aid /CPR
- CDL Haz-Mat License

Ronald Harvey/ Safety Manager: AES Employed since 2014

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Respiratory Training
- Haz-Mat Chemistry
- Introduction to EPA Regulations
- Lab Pack Training
- First Aid /CPR
- CDL Haz-Mat License

Felix Espinoza / Lead Environmental Technician: AES Employed since 2008

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Respiratory Training
- Trench shoring
- Cold & Heat Stress Training
- First Aid/CPR

Ray Marquez / Lead Environmental Technician: AES Employed since 2005

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Sam Houston / Project Manager: AES Employed since 2008

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/ CPR

Edmar Chavez / Environmental Technician: AES Employed since 2014

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Trench Shoring
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Ryan Chavez / Environmental Technician: AES Employed since 2019

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Leonard Baca Trujillo / Environmental Technician: AES Employed since 2020

- 40-hour Haz-Mat Certification
- Bloodborne Pathogens
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Respiratory Training

Chris Rael / Environmental Technician: AES Employed since 2007

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Trench Shoring
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR
- CDL Haz-Mat License

Elizardo Magallanes / Environmental Technician: AES Employed since 2008

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Respiratory Training
- First Aid/CPR

Robert Sanchez / Environmental Technician: AES Employed since 2011

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- PPE Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Brenda Sanchez/AR/AP Manager: AES Employed since 2005

- Bloodborne Pathogens
- PPE Training
- OSHA 10 Hour
- Cold & Heat Stress Training
- First Aid/CPR

Scott Lovelace / Environmental Technician: AES Employed since 2012

- 40-hour Haz-Mat Certification
- Bloodborne Pathogens
- PPE Training
- Confined space Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR
- Portable fire Extinguisher
- CDL Haz-Mat License

Larry Legasey / Environmental Technician: AES Employed since 2013

- 40-hour Haz-Mat Certification
- Bloodborne Pathogens
- PPE Training
- Confined space Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR
- Portable fire Extinguisher
- CDL Haz-Mat License

John Sanchez / Warehouse Manager: AES Employed since 2001

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- DOT & Security Training
- PPE Training
- Spill Response Procedures Training
- Confined space Training
- Trench Shoring
- Respiratory Training
- Lab Pack Training
- Cold & Heat Stress Training
- First Aid/CPR
- CDL Haz-Mat License

Ernest Lopez / Environmental Technician: AES Employed since 2014

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- PPE Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Dawson Sanchez / Environmental Technician: AES Employed since 2020

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- PPE Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Peter Montoya / Environmental Technician: AES Employed since 2016

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- PPE Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Laynette Lucero/Human Resources Manager: AES Employed since 2008

- Supervisor Drug & Alcohol Training
- OSHA 10 Hour
- Bloodborne Pathogens
- PPE Training
- Cold & Heat Stress Training
- First Aid/CPR

Joseph Carrillo / Environmental Technician: AES Employed since 2019

- 40-hour Haz-Mat Certification
- 8-hour Refresher
- Bloodborne Pathogens
- PPE Training
- Respiratory Training
- Cold & Heat Stress Training
- First Aid/CPR

Section D.

Licenses & Certifications

License Number: 83422

GB98- General Construction, Demolition

GF09- Underground Utilities (water, sewer)

GS08- Earthmoving, Excavating & Ditching

GS29- Soil & Groundwater Remediation

MM02- Natural Gas Fitting

MS03- Septic Tanks & Sewer

Registration Number: 082318550071AC

Hazardous Materials Certificate of Registration

Certificate Number: 013275

Commercial Hauler Registration

(Special Waste)

Certification Number: NAT-129883-2

EPA Lead-Safe Certified Firm

EPA ID Number: NMR000006502

Hazardous Waste Activities

**(Hazardous Waste storage, transportation, disposal,
treat and recycle)**

Section E.

Experience in Specialized Services Referenced in Scope

EXPERIENCE

Clients/References

Client: University of New Mexico Hospital
2211 Lomas Blvd.
Albuquerque, New Mexico 87106
Contact: Deb Davis
Phone #: (505) 272-9272
Project Date: July 1, 2012 - Present

Description: This contract is to provide 24-Hour Spill Response Services for the University of New Mexico Hospital. The services will be for all types of hazardous and non-hazardous spills located at all UNMH facilities.

Client: Haz-Mat One
Address: 1203 C South Parker St.
Olathe, KS 66061
Contact: Kevin Bush
Phone #: (800) 229-5252
Project Date: 2001 - Present

Description: Emergency Response Services; Scope of work entails on-call service for various hazmat and non-hazmat spill cleanups and decontamination responses. Work varies for simple over packing of leaking containers to complete decontamination of enclosed trailers.

Client: PNM
Address: 2401 Aztec Road NE
Albuquerque, NM 87158
Contact: Mike Prescott
Phone #: (505) 241-0627
Project Date: 2007 - Present

Description: Emergency Response Services; Scope of work entails on-call service for various hazmat and non-hazmat spill cleanups and decontamination responses. Work varies from small transformer spills to large spill cleanup of hundreds of cubic yards of PCB Contaminated Soil.

Client: Albuquerque Public Schools
Contact: Lawrence A. Jojola
6400 Uptown Blvd.
Albuquerque, New Mexico 87125
Phone #: 505-878-6124
Contract #: 12-060LJ-SL "Chemical Waste Services"
Dollar Value: Job Dependent
Contract Type: Unit Based
Project Date: April 18, 2012 - Present

Description: This contract involves routine pickups of hazardous and non-hazardous materials from over 130 of Albuquerque Public School locations. The types of materials that are typically disposed of are flammables, laboratory chemicals, pesticides, herbicides, corrosive materials, and lecture cylinders This contract also includes Emergency Response Services for hazardous and non-hazardous spills throughout the school district.

Client: New Mexico State Police
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Contact: Mike Riggs
Phone #: (505) 827-0564
Contract #: 20-790-00-00969
Dollar Value: Job Dependant
Contract Type: Unit Based
Project Date: November 1, 2011 – Present

Description: This contract involves providing the New Mexico State Police and other Law Enforcement Agencies with on-call response services to **Clandestine Drug Laboratories**. Some of the chemicals involved in the cleanup are Pharmaceuticals, Ignitables, Combustibles, Flammables, Corrosives, Reactives, Toxics, Compressed Gas Cylinders, and other controlled substances.

Client: Drug Enforcement Administration
8701 Morrisette Drive
Springfield, VA 22152
Contact: John Palacios
Phone #: (202) 307-1776
Contract #: PO Issued per Response
Dollar Value: Job Dependant
Contract Type: Unit Based
Project Date: May 2012 – Present

Description: Advanced Environmental Solutions, Inc. (AES) is contracted to provide Response to **Clandestine Drug Laboratories** for various Law Enforcement Agencies throughout the State of New Mexico. Some of the chemicals involved in the cleanup are Pharmaceuticals, Ignitables, Combustibles, Flammables, Corrosives, Reactives, Toxic, Compressed Gas Cylinders, and other controlled substances.

Client: UPS
Contact: Marilyn McPherson
2401 Comanche NE
Albuquerque, New Mexico 87107
Phone #: 505-878-8187
Contract #: PO Issued per Service
Dollar Value: Job Dependant
Contract Type: Unit Based
Project Date: 2008 – Present

Description: Emergency Response Services; Scope of work entails on-call service for various hazmat and non-hazmat spill cleanups and decontamination responses. Work varies for simple over packing of leaking containers to complete decontamination of enclosed trailers. This contract also involves routine pickups of hazardous materials that are damaged or left at the Albuquerque, NM facility. The types of materials are flammable materials, propane cylinders, pesticides, herbicides, corrosive materials and non-hazardous household items.

Client: Honeywell Federal Manufacture Technology
PO Box 5250
Albuquerque, New Mexico 87185-5250
Contact: Karen Blankenship
Phone #: (505) 272-9272
Project Date: July 1, 2012 - Present

Description: This contract is to provide 24-Hour Spill Response Services. The services are for all types of hazardous and non-hazardous spills located at the HFMT facility in Albuquerque, NM.

Client: University of New Mexico – Safety Health and
Environmental Affairs (SHEA)
MSC07 4100
1 University of New Mexico
Albuquerque, New Mexico 87131
Contact: John Archuleta
Phone #: 505-277-8664
Contract #: P0000456
Contract Type: Unit Based
Project Date: July 1, 2000 – 2005

Description: This contract involved the characterization, packaging, transportation, and disposal of waste chemicals from their 90-day storage area; this was done on a quarterly basis. This project also involved emergency response activities to spills on campus, that include mercury cleanups, decontamination of underground neutralization tanks, decontamination of freezers utilized for the storage of biological wastes and materials, and decontamination of elevator shafts with hydraulic oil releases.

Section F.

Documentation

County Business License Registration

No. 0851

\$36.00

STATE OF NEW MEXICO



COUNTY OF SAN MIGUEL

WHEREAS, Robert Chavez an agent, person, firm, corporation or association known as

ADVANCED ENVIRONMENTAL SOLUTIONS, INC.

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

THEREFORE, license has been granted to the said Robert Chavez to carry on said business in said County and State, for the period of 12 months commencing May 6, 2020 and ending December 31, 2018, under the provisions of the law in such case made and provided.

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

on this 6th day of May, 2020

Alex Tajoya
Planning and Zoning Division

5/6/2020
Date

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

K. N. D.
Collector

5.6.20
Date



Certificate of Contractor Registration



This is to certify that

Advanced Environmental Solutions Inc.

Advanced Environmental Solutions Inc.

2318 ROLDAN DR

BELEN, NM, 87002-2627

has registered with the Department of Workforce Solutions

Registration Date: 2/22/2019

Registration Number: 0074620050716

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE, Suite 3000, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **ADVANCED ENVIRONMENTAL SOLUTIONS
INC**

DBA: **ADVANCED ENVIRONMENTAL SOLUTIONS
INC
2318 ROLDAN DR
BELEN, NM 87002-2627**

Expires: **23-May-2022**

Certificate Number:

L0694940848



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



U.S. Small Business Administration
Washington, D.C. 20416

JUL 05 2001

Robert Chavez, President
Advanced Environmental Solutions, Inc.
22A El Cerro Road
Los Lunas, New Mexico 87301

Dear Mr. Chavez:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) BD program. Your nine (9) year program term begins on the date of this letter.

Additionally, your firm has been certified as a Small Disadvantaged Business (SDB) in the Federal Government's SDB program. Your term of participation in the SDB program is concurrent with your 8(a) BD certification.

During participation in the 8(a) program, you will receive business development assistance from an assigned Business Opportunity Specialist in the New Mexico District Office located at 625 Silver Avenue, SW, Suite 320, Albuquerque, New Mexico 87102. The phone number is 505/346-6756. The District office will also be able to provide you with information on the SDB program and its benefits.

Your firm will become eligible to receive 8(a) contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA New Mexico District Office. That office will send you the business plan form.

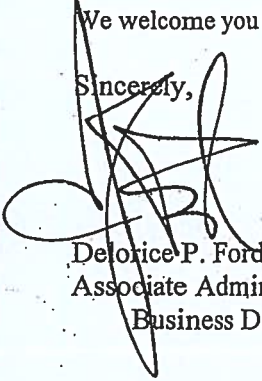
SBA requires that the President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA New Mexico District Office at the address shown in the third paragraph above. The second copy is for you.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 561210, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform. In this regard, please note that contracts awarded under 8(a) BD program authority generally result from the self-marketing efforts of the 8(a) firm. While your firm's acceptance into the 8(a) BD program is not a guarantee of contract support, SBA will make every effort to provide you with assistance in your marketing efforts.

If you have not already done so, we strongly suggest that you acquire access to e-mail to enhance your communication abilities with public and private sector buyers. Also, you should consider setting up a merchant account with a credit card company which will give you the ability to accept credit card orders for your goods and services from over 1,000 Federal buying offices. Finally, please contact your local SBA District Office to update your enrollment in PRO-Net, an SBA online procurement listing of small businesses utilized by public and private sector buyers.

We welcome you as an 8(a) program participant and look forward to working with you.

Sincerely,



Delorice P. Ford
Associate Administrator for
Business Development

Enclosures



GARY E. JOHNSON
GOVERNOR

State of New Mexico
ENVIRONMENT DEPARTMENT

Hazardous Waste Bureau
2905 Rodeo Park Drive East, Building 1
Santa Fe, New Mexico 87505-6303
Telephone (505) 428-2500
Fax (505) 428-2567



PETER MAGGIORE
SECRETARY

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

March 12, 2002

Ron Harvey
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, New Mexico 87002

RE: Reauthorization of Agreement

Dear Mr. Harvey:

On July 10, 2000, the New Mexico Environment Department (NMED) Hazardous Waste Bureau (HWB) and Advanced Environmental Solutions, Inc., (AESI) entered into an Agreement Authorizing the Management of Conditionally Exempt Hazardous Waste (Agreement) at AESI's Los Lunas Facility. On February 5, 2002, AESI notified NMED HWB in writing a change of their facility location. AESI's new facility address for doing business is:

Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, New Mexico 87002

Upon receipt of this certified letter all entries in the July 10, 2000, Agreement referencing the physical location of AESI are amended from the "Los Lunas Facility" to the "Belen Facility" as the principal place of business. This change does not affect the agreement between NMED HWB and AESI.

If you have any questions regarding this letter please contact Sandra Martin at (505) 428-2527.

Sincerely,


Sandra Y. Martin

cc: Debby Brinkerhoff, Manager, Compliance and Technical Assistance Program
HWB File #2671

7, 3

Bill Richardson
Governor

Edward J. Lopez
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive
Santa Fe, New Mexico 87501

Lisa D. Martinez
Director

This is to certify that: **ADVANCED ENVIRONMENTAL
SOLUTIONS, INC.**

PERMANENT LICENSE #83422

Located at: 2318 ROLDAN DRIVE BELEN, NM 87002

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of:

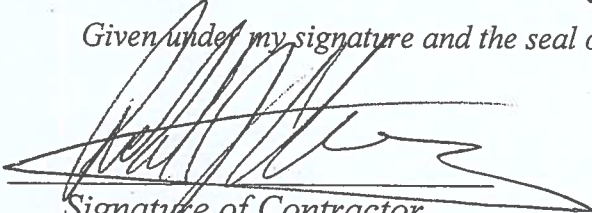
GB98, GF09, GS08, GS29, MM02, MS03

And to permit or contract projects singly in New Mexico of a dollar amount of up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

04/20/2000


Signature of Contractor


Lisa D. Martinez
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2018-2021**

Registrant: ADVANCED ENVIRONMENTAL SOLUTIONS, INC.
ATTN: Ronald Harvey
PO BOX 1419
BELEN, NM 87002

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 082318550071AC Effective: July 1, 2018 Expires: June 30, 2021

HM Company ID: 64815

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey

Commercial Hauler Registration



ADVANCED ENVIRONMENTAL SOLUTIONS, INC.

has met the criteria of the New Mexico Solid Waste Rules, 20.9.3.31 NMAC,
and is registered as a Commercial Hauler
Certificate No. 013275

issued by

State of New Mexico Environment Department

October 19, 2015

Auralie Ashley-Marx, Chief
Solid Waste Bureau

Expiration Date: October 19, 2020

(msw, c&d, 1, 3, 4, 5, 6, 7, 9, 10, 11)

United States Environmental Protection Agency

This is to certify that



Advanced Environmental Solutions, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 17, 2022

NAT-126883-2

Certification #

January 10, 2017

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



SUSANA MARTINEZ
Governor

JOHN A. SANCHEZ
Lieutenant Governor

**NEW MEXICO
ENVIRONMENT DEPARTMENT**

Hazardous Waste Bureau

**2905 Rodeo Park Drive East, Building 1
Santa Fe, New Mexico 87505-6303
Phone (505) 476-6000 Fax (505) 476-6030
www.nmenv.state.nm.us**



DAVE MARTIN
Secretary

BUTCH TONGATE
Deputy Secretary

March 28, 2012

ADVANCED ENVIRONMENTAL SOLUTIONS
P O BOX 1419
BELEN, NM 87121

Attn: Andy L. Saiz:

This is to acknowledge that, due to tracking requirements of the Environmental Protection Agency (EPA) in compliance with Section 3010 of the Resource Conservation and Recovery Act (RCRA): a number has been assigned for the Notification of Regulated Waste Activity for your facility site:

**ADVANCED ENVIRONMENTAL SOLUTIONS
2318 ROLDAN DR
BELEN, NM 87002**

Your EPA Identification Number for this installation is **NMR000006502**

The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes: on all Biennial Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage, and disposal facilities must file with EPA, on all applications for a Federal Hazardous Waste Permit, and other hazardous waste reports and documents required under Sub-title C of RCRA.

Vanessa Baros
Administrator
Hazardous Waste Bureau

Section G.

Financial



January 10, 2020

To Whom it May Concern:

From: Trish Esquibel, VP Business Banking Center Manager
Hillcrest Bank a Division of NBH Bank
2155 Louisiana Blvd Ne Suite 1000
Albuquerque, NM 87110
505.341.8126

Subject: Advanced Environmental Solutions, Inc.
Bank Reference Letter

Advanced Environmental Solutions, Inc is a High Valued Client of Hillcrest Bank. Following is a brief recap of the relationship that Advanced Environmental Solutions, Inc. has will Hillcrest Bank:

Advanced Environmental Solutions, Inc. has two Business checking accounts. The account relationship was established in October of 2011. The company maintains an aggregate balance in the high five to moderate six range, and there is a history of **no** insufficient funds. The company also has a Commercial Line of Credit that originated in May 2011. The Line is in the moderate six range. The loan is always paid on time and is handled as agreed. We would rate this client as excellent in every regard.



Section H.

Additional Information

Small Disadvantaged Business

HUBZone Certified

Resident Business Certificate Number: L0932600624

Federal PCB Notification Number: NMR000006502

List of Treatment, Storage & Disposal Facilities

Facility Name Address Contact	EPA ID #	Waste Codes Accepted	Available Treatment Technologies
Veolia Environmental Services 5736 West Jefferson Phoenix, AZ 85043 Kellye Perkins (602) 233-2955	AZ0000337360	D001 – D043 F001 – F039 K001 – K161 P001 – P205 U001 – U249 UNIVERSAL WASTE TSCA WASTE	CMBST DEACT INCIN NEUT RECYCLE STABL RETORT
Clean Harbors 1737 East Denni Street Wilmington, CA 90744 Wendy Lipscomb (619) 402-8519	ARD069748192 UTD981552177 COD991300484 NED981723513	D001 – D043 F001 – F039 K001 – K161 P001 – P205 U001 – U249 UNIVERSAL WASTE	CMBST DEACT INCIN NEUT RECYCLE STABL
US Ecology P.O. Box 578 Beatty, NV 89003 Alan Peterson (800) 897-5571	NVT330010000	D001 – D043 F001 – F039 K001 – K161 P001 – P205 U001 – U249 TSCA WASTE	STABL RECYCLE DEACT NEUT
Advanced Chemical Treatment P.O. Box 578 Albuquerque, NM Zane Gentzler (505) 349-5220	NMD002208627	D001 – D043 F001 – F039 K001 – K161 P001 – P205 U001 – U249	TSDF STABL RECYCLE DEACT NEUT
Advanced Environmental Solutions, Inc. 2318 Roldan Dr. Belen, NM 87002 John Sanchez (505) 861-1700	NMR000006502	CESQG Waste NM Special Waste NON-RCRA Regulated Waste	STABL RECYCLE NEUT
Waste Management, Inc. P.O. Box 15700 Rio Rancho, NM 87124 Mark Allen (602) 819-0141	NM Permitted	NM Special Waste	LANDFARM LANDFILL
Mesa Environmental, Inc. 20 Lucero Rd. Belen, NM 87002 Cody Mathews (303) 908-4402	NM0000096024	Used Oil Used Antifreeze	RECYCLE

Current Volume of Work with the City of Las Vegas

Advanced Environmental Solutions, Inc. currently has no uncompleted projects with the City of Las Vegas.

Familiarity with the City of Las Vegas

Advanced Environmental Solutions, Inc. is very familiar with the City of Las Vegas. AES has performed several projects for the State of New Mexico and for San Miguel County in and around Las Vegas.

Section I.

Contractors Bonds

Advanced Environmental Solutions, Inc. AES) will provide the City of Las Vegas with Performance and Payment Bonds upon execution of the contract.

Insurance Certificate

Advanced Environmental Solutions, Inc. AES) will provide the City of Las Vegas with Proof of Compliance with the required General Liability of \$100,000.00 per occurrence upon execution of the contract.

Section J.
Cost

(See Other Envelope)



REQUEST FOR PROPOSALS

RFP # _____

Hazardous Materials Clean-Up and Removal Services

FOR
City of Las Vegas



February 11, 2021

Presented To: **Marvin Cordova**
 City Clerk's Office
 Ph: 505-627-0221

Presented By: **ADVANCED CHEMICAL TRANSPORT, INC.**
 (dba ACTenviro)
 967 MABURY ROAD
 SAN JOSE, CA 95133
 TEL: (408) 548-5050
 FAX: (408) 548-5052

ORIGINAL



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OFFEROR INFORMATION

OFFEROR: Advanced Chemical Transport
AUTHORIZED AGENT: Bruce Hehemann
ADDRESS: 208 Murray Road, Albuquerque, NM 87105
TELEPHONE NUMBER (505) 445-9400
FAX NUMBER (-) -
DELIVERY: In Person James Sena
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES
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

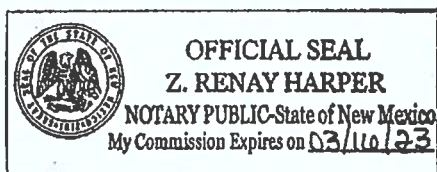
STATE OF New Mexico }
COUNTY OF Bernalillo }

I, Bruce Hehemann 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.

Bruce Hehemann
Signature

Subscribed and sworn to before me, this 11 day of February, 2021.

(SEAL)



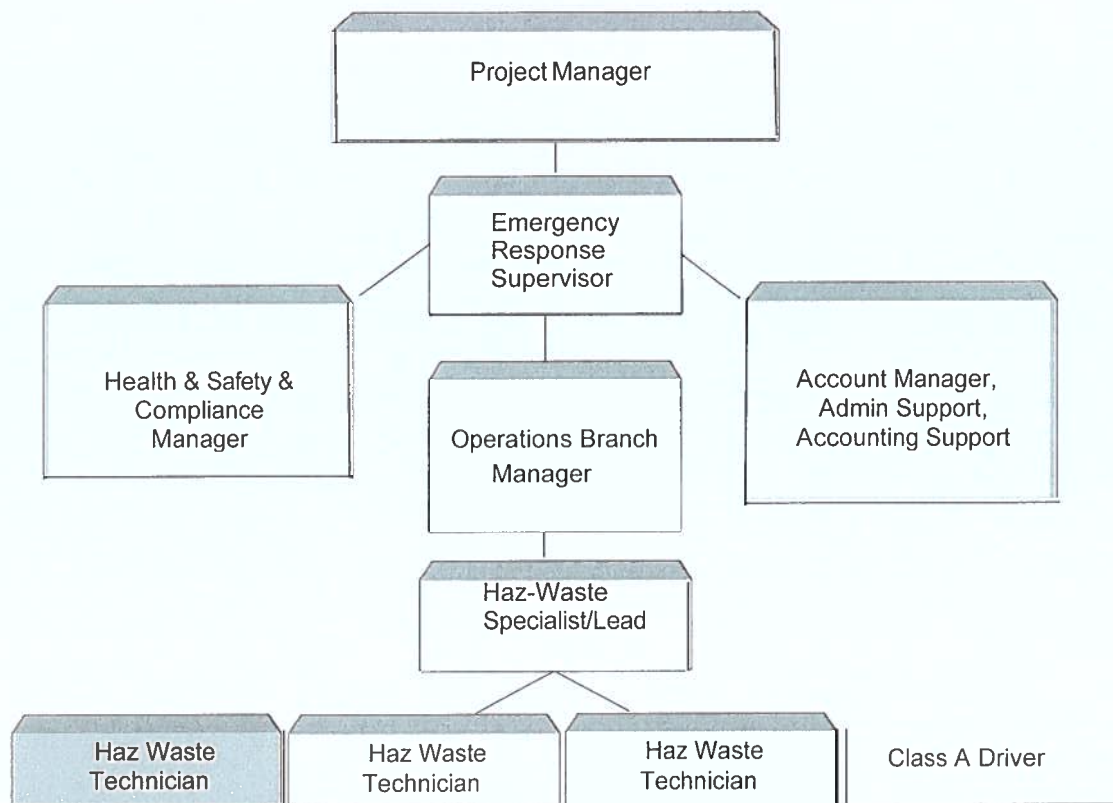
Z. Renay Harper
Notary Public Signature
My Commission Expires: 03/16/23



OFFEROR'S IDENTIFICATION

1-Contractor, Contact Numbers

ACT Organizational Structure and Key Personnel



COMMUNICATION is paramount between our ACT Project Manager and the County's assigned designated staff. All communications will take place with regular person-to-person meetings, by telephone, and through e-mail. Real time questions will get real time answers.

At ACTenviro Branch Managers have the authority to execute contracts. Bruce Hehemann is the Albuquerque Branch Manager in this region leading our operations to deliver the services required by this contract. He will utilize the chain of command listed in the above flow chart with the Team listed below with all contact information.

ACTenviro

1. Martin Aranda (PM / ER Supervisor) – (505-203-2508)
2. Mark Kirkland (PM / ER Supervisor) – (850-591-9003)
3. Bruce Hehemann (Branch Manager) – (505-304-7918)
4. James Sena (Account Manager) – (505-322-8777)
5. Melanie Thornton (Office Manager) – (469-644-2719)
6. Amy Garcia (Administration) – (505-977-6020)
7. Steven Terwiske (Regional Manager) (949-535-4299)

Southwest Abatement, Inc. (SAI#14817)

1. Gregg Veit (Estimator) – (503-235-5875)
2. Raul Dominguez (Superintendent) – (505-873-2967)
3. Mark Lopez (Supervisor) – (505-873-2967)
4. Jonathan Vargas (Lead Tech) – (505-873-2967)

SECTION B – CAMPAIGN CONTRIBUTION FORM (NEXT PAGE)



CAMPAIGN CONTRIBUTION PAGE

"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: No Contributions Made
(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)

Bruce Helmann 2/11/2021
Signature Date

ABQ ACT Branch Manager
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)



SECTION C – PERSONNEL EXPERIENCE

PROJECT STAFFING

The ACT Project Manager Martin Aranda will be the City's primary point of contact and will be responsible for coordinating (internally/externally) all work performed at the site locations. PM Martin Aranda will work on the profiles for waste with the assistance of the ACT Emergency Response Manager, Hazardous Waste Specialist and Haz Waste Technicians. James will also be responsible for completing onsite and off-site reports; will seek time and cost-saving efficiencies and will attend meetings with the City's appointed staff.

Initially ACT will set an introductory meeting with the City within the first week after award to discuss profiles, plans, certificate of insurance requirements, and other deliverables; then schedule regular quarterly meetings with the City designated staff. Both the ACT PM Martin Aranda and Account Manager James Sena will attend all meetings for clarity in communication and goals.

ACT 40 Hr HAZWOPER Waste Technicians are trained on segregation of hazardous, non-hazardous, and universal waste. Technicians will consolidate and package the waste, label, and prepare for transport. Technicians will attend site-safety meetings prior to job start.

Personnel selected to service this contract are based out of ACT's Albuquerque Branch and are comprised of a multi-disciplinary team of environmental professionals skilled in lab packing, waste transportation, and emergency response services. ACT has chosen the members of the proposed team based on their existing skill sets and experience performing similar projects. Each ACT team member has specific, well-defined duties and will interact successfully with corresponding members of the City's team.

ACT will utilize additional key personnel within the project organization throughout the duration of the contract to provide oversight and field execution of assigned projects at the direction of our PM through guidance/request of the City. In this section, we have outlined the major roles and responsibilities of the proposed key personnel and their respective qualifications. Complete resumes for the key individuals will be provided upon request. ACT will forward certifications and training records to the City when requested.

To meet this responsibility, ACT commits to maintain only highly qualified and trained personnel for managing and implementing this project. Our current team members have years of experience managing all aspects of hazardous waste management, transportation, and disposal; all have 40-hour HAZWOPERS, RCRA, and DOT training. The core staffing that Customer sees now will remain similar.

OPERATIONS MANAGER – Martin Aranda

The Line of Authority will run from ACT's Operations Manager to ACT's Project Manager, then to the on-site Specialist/Lead and through the Specialist– to ACT's Technicians assigned to the project.

ACT Operations Managers have worked in the industry for over 15 years including Industrial, Remediation and direct involvement with Hazardous Waste Management. ACT Operations Managers have accumulated field and administrative knowledge to help ACT's Hazardous Waste Management programs meet Customer goals.

ACT's Operations Managers are experts in the setup, operations and hands-on management of both permanent and temporary waste projects and have managed over 300 waste-related Customer projects for major companies, government entities, manufacturers, and research institutions.

As Operations Manager for ACT - our Operations Manager continuously demonstrates his vast knowledge and hands-on skills providing valuable technical information while supporting staff and invaluable team of professional environmental workers.



ACCOUNT MANAGER – James Sena

An experienced Account Manager will be assigned to the City to assist as called out in various aspects of Account Management from waste profiling to packaging, consolidating, shipping, consulting, and project management. ACT's Account Managers have vast experience with emergency response and safety procedures and can effectively manage major projects involving all types of hazardous waste, site remediation, industrial cleaning, and emergency spill response. The City's AM will attend quarterly meetings and is committed to working with the City to improve efficiencies.

ACT EMERGENCY RESPONSE SUPERVISOR – Mark Kirkland

ACTenviro's hazardous materials emergency response supervisors offer safe, fast, reliable, and professional response service to our Customer releases 24/7 on water and land. Based on our customers' high levels of satisfaction, quality of services and the professionalism of our teams, we have been called on as a preferred spill responder for many of the largest companies and governmental agencies in the Western United States.

ACT's Emergency Response Managers are trained in:

- Oil spill cleanup
- Chemical and unknown substance spill cleanup
- Infectious Disease Facility Decontamination Level
- 'A' response capability
- Mercury spill cleanup
- Fly-away and country-wide response capability
- Disaster response
- Transportation spill cleanup (trucking, pipeline, tank, etc.)
- Confined space entry and rescue
- Hazardous materials transportation related to spill cleanup
- Hot water wash and steam cleaning
- Decontamination services in support of large-scale events
- Industrial services including tank cleaning
- Training
- Containment booming

SOUTHWEST ABATEMENT EXPERIENCE (SWA)

Southwest Abatement, Inc. (SAI) was established in 1985 to provide the most comprehensive service for the client with environmental needs and has done so for over 30 years. SAI was developed to provide services for commercial, residential, Government and industrial agencies throughout the Mid-west region.

Today, with thousands of satisfied customers, SAI has worked with large multi-billion-dollar corporations to residential clients. Maintaining state-of-the-art equipment inventory of over 200 working equipment units, fully qualified and certified field workers, specialists, supervisors, and office administrators is what allows SAI to mobilize to any size project location expeditiously within the Mid-west region. SAI's attention to specification/regulatory compliance, quality and excellence are what continue to maintain SAI an industry leader in hazardous materials handling and removal.



SECTION D – LICENSES AND PERMITS

List of ACTenviro / Southwest Abatement Licenses and Permits

License and/or Permit	Issued By	Permit / License Number	Renewal Date
Alliance for Uniform Hazmat Transportation Uniform Program Credentials	Nevada Highway Patrol	UPV-1507891-NV	6/30/2020
Annual Business Tax Certificate / Fire Permit	City of Santa Clara	Certificate #: 119281	3/18/2020
Arkansas Hazardous Waste Transportation Permit	AK DEQ	H-1567	1/16/2020
Asbestos Transporter Permit	Texas HHS	400573	11/18/2020
BMC 91-X (FMCSA License Insurance Requirement)	AIG (primary) / X (excess)	Primary - 83UENOH7001 Excess - 1000316472281	3/1/2020
California Certificate of Good Standing	State of California	C2079655	NA
California Contractor License	State of CA	897638	6/30/2020
California Hazardous Materials Transportation License	CHP	132109	9/21/2020
California Hazardous Waste Transportation Registration with Consolidated Transporter Notification	DTSC	4016	7/31/2020
California Medical Waste Transfer Facility Permit - Merced	CDPH	TS-100	8/24/2020
California Medical Waste Transfer Facility Permit - Redlands	CDPH	TS-42	11/25/2022
California Medical Waste Transfer Facility Permit - San Jose	CDPH	TS-31	7/12/2023
California Medical Waste Transfer Facility Permit - Santa Fe Springs	CDPH	TS-8	1/14/2024
California Medical Waste Transfer Facility Permit - Sunnyvale	CDPH	TS-12	1/28/2020
California Medical Waste Transporter	CDPH	1026	NA
California Medical Waste Treatment & Transfer Facility Permit	CDPH	TS-66	1/12/2021
California Motor Carrier Permit	DMV	CA # 0191741	NA
Certificate of Liability Insurance	ISU Massie & Beck	See Certificate	1/18/2020
Certificate of Standard Carrier Alpha Code (SCAC) Assignment	National Motor Freight Traffic Association	AVCA	6/30/2020
Colorado Authority to Transport Hazardous Materials	State of CO Dept. or Regulatory Agencies	HMP-20611	5/15/2020
Conditional Use Permit	City of Redlands	CUP - 1070; Building Permit - B17-01346	NA
Consolidated Sellers Permit - Escondido	CA BOE	97-735718 000009 FH	NA
Consolidated Sellers Permit - Sunnyvale	CA BOE	97-735718	NA
DMV 65 MCP	Hartford Insurance Co. & Starr Indemnity & Liability	See Certificate	3/1/2020
DOT Hazardous Materials Certificate of Registration	US DOT	Reg. No: 060619600002B	6/30/2020
DTSC Handler ID	DTSC	Handler ID: 711 / Business ID: 23064	NA
DTSC Handler ID	DTSC	Handler ID: 711 / Business ID: 15523	NA
DTSC Handler ID	DTSC	Handler ID: 711 / Business ID: 20347	NA
DTSC Handler ID	DTSC	Handler ID: 711 / Business ID: 7720	NA
Environmental Health Permit	County of Santa Clara	Facility ID: FA0188115 Account ID: AR1326489	7/31/2020
EPA ID # - Corporate	US EPA	CAR000070540	NA
EPA ID# - Albuquerque	US EPA	NMR000016021	NA
EPA ID# - Chaparral	NIMED	NMR000011162	NA
EPA ID# - Escondido	US EPA	CAR000241653	NA
EPA ID# - Merced	CA EPA	CAL000376154	NA
EPA ID# - Redlands	CA EPA	CAL000127178	NA
EPA ID# - San Jose	CA EPA	CAR000186204	NA
EPA ID# - Santa Fe Springs	US EPA	CAR000244128	NA
EPA ID# - Sunnyvale	CA EPA	CAL000101204	NA
Facility Registration Fee Invoice	AZ DEQ	Account # 20091	3/1/2020
Fire Prevention & Environmental Programs Consolidated Permit	City of Santa Fe Springs Fire Protection Division	606890	6/30/2020
Fire Prevention & Environmental Programs Consolidated Permit	Sunnyvale Department of Public Safety	1046005-N	6/30/2020
Fire Safety & Hazardous Materials Permit	San Jose Fire Department	Occupancy ID: 605401 Permit # 201591811 - occupancy Permit # 201591811 - waste handling	3/31/2020
Form E (Uniform motor carrier bodily injury and property damage liability certification of insurance) - Colorado	National Union Fire Insurance Co.	See Certificate	1/18/2020
Form E (Uniform motor carrier bodily injury and property damage liability certification of insurance) - Kansas	Hartford Insurance Co.	Policy # 83UENOH7001	NA
Form E (Uniform motor carrier bodily injury and property damage liability certification of insurance) - Missouri	National Union Fire Insurance Co.	Primary - 83UENOH7001 Excess - 1000316472281	NA
Form E (Uniform motor carrier bodily injury and property damage liability certification of insurance) - New Mexico	Hartford Insurance Co.	Policy # 83UENOH7001	NA
Form E (Uniform motor carrier bodily injury and property damage liability certification of insurance) - Texas	Hartford Insurance Co.	Policy # 83UENOH7001	NA

License and/or Permit	Issued By	Permit / License Number	Renewal Date
Hazardous Materials Safety Permit - MCS 450B	US DOT FMCSA	U5-1607894-CA-HMSP / MCS450B	4/30/2021
Health Permit	County of San Diego DEH	DEH2003-HUPFP-201640; CER5 ID 10370269	10/31/2019
Highway Use Tax Bond	Oregon DOT	864465	1/18/2020
Idaho Hazardous Materials Endorsement	Idaho Transportation Department	Various - see online for permits	12/31/2019
Idaho Hazardous Waste Permit	Idaho Transportation Department	1821000357 - truck 51	12/16/2019
Idaho Hazardous Waste Permit	Idaho Transportation Department	1904000092 - 281	1/24/2020
Idaho Hazardous Waste Permit	Idaho Transportation Department	1304000092 - 200	12/31/2019
Idaho Hazardous Waste Permit	Idaho Transportation Department	14060000175 - 98	5/29/2020
Idaho Hazardous Waste Permit	Idaho Transportation Department	17050000142 - 149	5/29/2020
Idaho Motor Carrier Account	Idaho DMV	510774-1	NA
Insurance Identification Cards	CBIZ Insurance Services	Policy # 2260802	3/1/2020
International Fuel Tax Agreement License	CA BOE	IFTA Account # CA52111681800, BOE Account # 59062641	12/31/2019
International Registration Plan (IRP) - CA	CA DMV	Acct # 65521	11/30/2019
International Registration Plan (IRP) - NM	NMVD	Acct # 0092770-0001	7/31/2020
International Registration Plan (IRP) - OR	OR DOT	Account # 158284	12/31/2019
Kansas Transportation Permit	KS Corporation Commission	KSM/CID: 168487 / Authority: PRI-F	NA
Kentucky Certificate of Registration for Hazardous Waste Activities	KY Dept. of Env. Protection	117092	NA
Kentucky Weight Distance Tax License	KY Transportation Dept. / Dept. of Vehicle Registration	588622	NA
LPG Commercial Storage / Hot Works / Welding / Cutting Permit.	Escondido Fire Department	None	9/1/2020
MC Operating Authority	US DOT FMCSA	MCS450B	NA
MCS-90 Safety Permit for CO	National Union Fire Insurance Co.	See Certificate	1/18/2020
Missouri Hazardous Waste Transporter License	MO DOT	19070001000	1/7/2020
New Mexico Certificate of Authority	New Mexico Public Regulation Commission	1584104	NA
New Mexico Certificate of Good Standing	New Mexico Public Regulation Commission	1584104	NA
New Mexico Collection Center Registration	NMED	Certificate #: 0101500HHWCC	10/10/2020
New Mexico Commercial Hauler Registration	NMED	66551	5/21/2022
New Mexico Warrant for Transportation Services	New Mexico Public Regulation Commission	58214	NA
New Mexico Weight Distance Permit	New Mexico Motor Vehicle Division	07127334004	12/31/2019
Notice of Intent	California State Water Resources Control Board	WDID # 9371027654; NPDES #CA5000001	NA
Notice of Intent	California State Water Resources Control Board	WDID # 8381027677; NPDES #CA5000001	NA
Notification of PCB Activity	US EPA	TSCA ID# CAR000070540	NA
Operational Permit	Bernalillo County Fire Department	FDO2018-0180	8/18/2020
Oregon Motor Carrier Account	Oregon DOT Motor Carrier Transportation Division	158584	NA
Oregon RCRA Waste Site Identification	Oregon Department of Environmental Quality	OR000021731	NA
Oregon Weight Distance Permit	OR DOT	Account # 158284	12/31/2019
San Bernardino County CUPA Permit	San Bernardino County CUPA	Permit #: PT0037576 Facility ID: FA0017532 CER5 ID: 10035259	8/31/2020
Solid Waste Facility Notification	ADEQ	166215	NA
Special Permit Authorization	US DOT PHMSA	DOT-SP 12352	2/29/2020
Special Permit Authorization	US DOT PHMSA	DOT-SP 7835	4/30/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 8451	4/30/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 16532	10/31/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 11768	12/31/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 20647	11/30/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 11248	1/30/2022
Special Permit Authorization	US DOT PHMSA	DOT-SP 13179	9/30/2022

License and/or Permit	Issued By	Permit / License Number	Renewal Date
Special Permit Authorization	US DOT PHMSA	DOT-SP 11102	11/30/2019
Special Permit Authorization	US DOT PHMSA	DOT-SP 10018	3/21/2020
Special Permit Authorization	US DOT PHMSA	DOT-SP 11861	1/21/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 10247	11/30/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 11114	11/31/2021
Special Permit Authorization	US DOT PHMSA	DOT-SP 11153	1/30/2022
Special Permit Authorization	US DOT PHMSA	DOT-SP 11008	5/21/2022
Special Permit Authorization	US DOT PHMSA	DOT-SP 7887	5/21/2022
Special Permit Authorization	US DOT PHMSA	DOT-SP 0158	10/31/2019
Special Permit Authorization	US DOT PHMSA	DOT-SP 11355	9/30/2021
TCEQ Hazardous Waste Registration	TCEQ	90754	NA
TCEQ Hazardous Waste Registration	TCEQ	95911	NA
Tennessee Hazardous Waste Transporter Permit	TN Dept. of Environment & Conservation	CAR000070540	11/21/2019
Trauma Scene Waste Management Practitioner	CDPH	566	6/16/2020
Unified Carrier Registration	Unified Carrier Registration	Receipt # 1018500270072	11/31/2019
US Customs Bond	Department of Homeland Security U.S. Customs and Border Protection	9911.H185	NA
Waste Tire Hauler	Cal Recycle	TPID# 1899999 (Radlards)	11/31/2019
Workers Compensation Policy	CBIZ Insurance Services	83WEOH7000 CA 053401134 A05	3/1/2020

Southwest Abatement Inc.			
License and/or Permit	Issued By	Permit / License Number	Renewal Date
Construction License	State of NM Construction Industries Division	25003	12/31/23
Hazardous Materials Certificate of Registration	US Department of Transportation	070518550006AC	6/30/21
Toxic Substance Control ACT (TSCA 402)	US EPA	LBP-12035-2	12/29/23
Commercial Haul Registration	State of NM Environmental Department	000057	9/23/24

(Copies of applicable ACTenviro's and Southwest Abatement Permits and Licenses available upon request.



SECTION E – EXPERIENCE IN SPECIALIZED SERVICES REFERENCED IN SCOPE

Hazardous Material Response: Our hazardous material experience includes thousands of successful response projects of varying size, involving virtually every possible type of hazardous material and release circumstance.

Routine Response Efforts

- | | |
|---|--|
| <ul style="list-style-type: none">• Petroleum and Chemical Storage Tanks• Pesticide Spills• Intermodal Containers and Rail Cars• Industrial Fires and Explosions• Illegally Dumped Chemicals and Containers | <ul style="list-style-type: none">• Train Accidents and Derailments• Truck Rollovers• Illegal Drug Labs• Human and Animal Remains• Pressurized Cylinder Releases |
|---|--|

We also provide specialized emergency response to hazardous material incidents on a national and international basis. In a discipline that requires the greatest attention to detail, the use of sophisticated equipment, and the highest level of training and expertise, ACTenviro has proven time and again its ability to respond promptly and effectively to all levels of hazardous material incidents.

Containment and collection of hazardous materials, disposal of the waste, and sampling and analysis at the impacted site are all conducted by ACT under the strictest safety procedures and in close cooperation with our clients and the local authorities.

Hazardous Material Response Services

ACTenviro has extensive experience with service contracts that require a state-of-readiness in multiple locations throughout a state, region, or nationwide, including prime response contracts, and statewide standby contracts throughout the Western United States.

These contracts are for services relating to emergency response, hazardous waste management, remedial activities, industrial services, and transportation and disposal.

ACT maintains existing contracts for work across multiple locations for large and small businesses, municipalities, Cities and Counties and local, state and federal government regulatory agencies.

Customer Name & Address	Contact and Phone Number	Project Description
ACTenviro City of Albuquerque 4600 Edith Blvd Albuquerque, New Mexico 87107	Jake Daugherty Environmental Compliance Director (505)761-8324 ddaugherty@cabq.gov	2012 – Present Hazardous Waste Collection, Transportation and Disposal projects and the operation of four (4) City owned Permanent Waste Collection Facilities to Include a contract involving Emergency Responses, Household Waste, BioHaz Waste Removal, and Covid-19 Decontaminations.
ACTenviro PNM 2401 Aztec Rd NE Albuquerque, New Mexico 871074	EJ Anderson Environmental Scientist (505)947-1409 EJ.Anderson@pnmresources.com	2015-Present Project-related hazardous waste collection; including any emergency response spill containment activities surrounding. Hazardous, Universal, and Non-Haz Waste Management including Emergency Spill responses (as needed) for program.
ACTenviro The University of New Mexico 1801 Tucker Rd Albuquerque, New Mexico	Melissa Terry Hazardous Materials Specialist (505)219-1265 melterry@unm.edu	2015-Present Transportation and Disposal of various Lab pack jobs, Reactive chemicals and Non-Reactive chemicals, Bi-Monthly chemical disposal, respond to ER cleanups; shipping of samples to University of Connecticut
Southwest Abatement **City of Las Vegas	Bill Hendrickson (505)490-5738 bill@saieri.com	09/08/2020-09/11/2020 Removal and disposal of Pigeon Guano
Southwest Abatement **City of Las Vegas	Gilbert Valdez (505)429-2437 gilbert@saieri.com	08/31/2015-09/04/2015 NMHU President's Residence Abatement of ACM 5000 Sq Ft of Transite Roof Shingles
Southwest Abatement ** City of Las Vegas	Sylvia Baca (505)454-3195 sylvia@saieri.com	11/15/2014-05/30/2015 NMHU Trolley Subsurface Brick Cleaning and Soil



SECTION F – DOCUMENTATION (Training)

ACT's Commitment to Keeping CUSTOMER and the LOCATION Safe Through Highly Trained Environmental Professionals, Continuous Improvement and Consistent Monitoring

Below is a list of training ACT's field personnel: **(ALL Training Records Available upon Request)**

ACT field personnel, including managers, receive training in:

- OSHA's 29 CFR 1910.120 – Hazardous Waste Operations and Emergency Response Standard initial 40-hour and 24-hour trained along with 8-hour refresher as required.
- Confined Space Entry
- CPR/First Aid (Annually)
- Respiratory Protection
- Lead Awareness
- DOT 126F Training
- Emergency Response Operations (Level C/D Training)

Site Supervisors and Foremen receive additional training on:

- 10-Hour OSHA Competent Person Training
- OSHA Excavation and Trenching Safety
- OSHA 20 CFR 1910.120 Supervisor Training
- Supervisory Responsibilities
- Identifying and Handling Hazardous Materials

TRAINING PROGRAMS

ACT prides itself on a very extensive and structured training program designed to provide initial and continuous education for employees at all levels within the organization. ACT's staff of experienced and well-trained employees is the company's most valuable asset. Constant and significant investment in the development of personnel allows ACT to provide high quality service along with an excellent Health and Safety and OSHA compliance record.

ACT provides an initial 40-hour training class to all personnel prior to assignment to any field projects involving hazardous materials. The course is designed to meet OSHA 29 CFR 1910.120 and

U.S. EPA Orders 1440.2 and 1440.3. Key elements of the class are the evaluation of chemical hazards, selection/maintenance and decontamination of protective clothing, respiratory protection, use and interpretation of results from air monitoring instrumentation, hazards and precautions necessary for working in hot or cold environments, safe working procedures for confined spaces, emergency responses/evacuations, explanation of applicable standard operating procedures, and how to interpret a site-specific safety and health plan.

In addition, all field employees receive supplementary training in the following subject matters: Confined Space Entry and Rescue, 8-Hour OSHA Refresher, Blood Borne Pathogen, First-Aid & CPR and Asbestos Awareness.



SECTION G – FINANCIAL INFORMATION

Firm Overview

Advanced Chemical Transport, Inc. (dba) ACTenviro

Years in Business: 20 years

Business: Privately Owned

Incorporation: Advanced Chemical Transport, dba ACTenviro was incorporated in California on March 27, 2000.

ACTenviro FINANCIAL INFORMATION

ACTenviro has been privately financed by its' founder and shareholders. ACT currently has an \$8,000,000 line of credit with Comerica Bank with and an additional equipment line of \$2,000,000.

Over 50% of our credit total remains available.

ACTenviro has been successful in Revenue, Asset and Profit growth in spite of our aggressive expansion in both product lines and geographic territories.

Sales have grown from revenues of \$400,000 annually (in our first year of business) to a current rate of over \$99,000,000 in annual revenue. ACT has grown our assets from \$147,000, upon inception in 2000, to over \$55 million over 20 years.

Long Term Budgets and Forecasts are currently depicting a sustained 18% growth rate year over year with our profits at, or above, industry standards.

There are no current liens, bankruptcies, judgments, or litigation within the last five years. ACTenviro currently generates approximately \$99,000,000.00 annually with a forecast of exceeding \$110,000,000 in 2021. ACTenviro pays its vendors within 30-60 days and will share our financial records upon request.

SECTION H – ADDITIONAL INFORMATION - ENVIRONMENTAL PRACTICES:

Below please find a summary of ACTenviro's environmentally friendly practices we adhere to while doing business (as relevant to the County's Climate-Friendly Purchasing Policy at:

<https://www.co.monterey.ca.us/government/departments-ah/administrative-office/contracts-purchasing/procurement-related-policies.>)

ACTenviro is not "Green Certified;" however, for instance, ACTenviro has a patented treatment system for waste called, "Next Generation Waste Management" that offers a Waste-To-Energy option to incineration for the processing of regulated medical waste. <https://www.actenviro.com/medial-waste-disposal.>

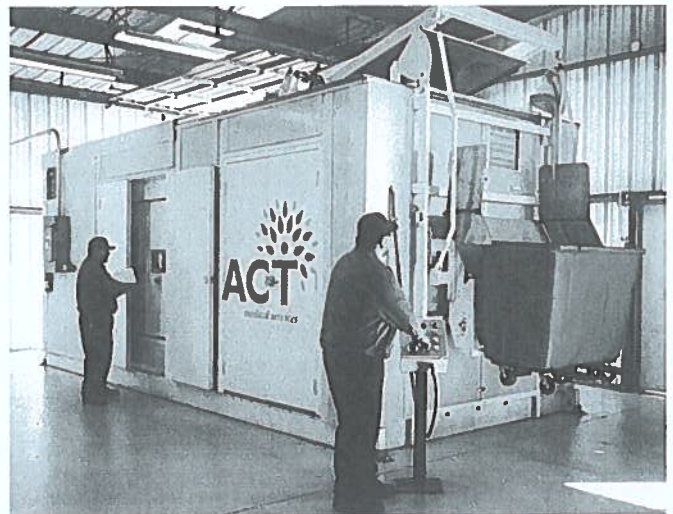
ACTenviro believes in waste-reducing, energy-producing methods of treating waste to reduce, reuse, reclaim valuable waste streams and will always seek cost-saving, cost-routing ways of helping our Customers reduce waste.

Across all waste types, not just medical, we managed over 83,680,000 pounds in 2019. Close to 78% of the total was handled sustainably, including 64% in the greenest methods of recycling and reuse. Further, a significant portion of the landfill volume comes from the remediation of contaminated soils, for which there is no alternative to landfill. If this volume were pulled out, the percentage handled sustainably would be even greater.

In future years, we will be tracking this job type closely so that we can disaggregate the numbers in this chart to give a specific accounting of how much actual generated waste (i.e., not including contaminated soils, which are not "generated" per se) was handled sustainably.

ACT medical's Microwave Disinfection System is permitted by the California Department of Public Health (CDPH) as an "Approved Alternate Technology" for the management of regulated medical waste, including the following:

- Blood and Blood Products
- Dialysis Waste
- Animal and Human Tissues, Body Parts and Carcasses
- Needles, Syringes and Other Sharps
- Research Waste
- Laboratory Specimens
- Surgery Waste
- Pathology and Histology Samples
- Isolation Waste
- Cultures, Slides and Well Plates
- Intravenous Bags, Blood Bags and Associated Tubing
- Animal Bedding
- Packaging Materials
- Gloves and Gowns Associated with Waste Collection
- Other Hazardous Medical Waste



City of Las Vegas, NM

**Advanced Chemical
Transport
ACTenviro
2021 ER RESPONSE
RATES**

DATE 2/9/21

**EXPENSES
CONTAINERS**

12" X 12" X 48" BOX	\$13.00	BOX		
CUBIC YARD BOX - FLEX PAK	\$156.00	BOX		
POLY 5 GAL DRUM (OPEN TOP)	\$30.17	DRUM		
POLY 20 GAL DRUM	\$126.54	DRUM		
POLY 30 GAL DRUM (OPEN TOP)	\$153.32	DRUM		
POLY 55 GAL DRUM (CLOSED TOP)	\$128.99	DRUM		
POLY 55 GAL DRUM (OPEN TOP)	\$85.00	DRUM		
POLY 95 GAL SALVAGE DRUM	\$332.80	DRUM		
STEEL 30 GAL DRUM (CLOSED TOP)	\$111.94	DRUM		
STEEL 55 GAL DRUM (CLOSED TOP)	\$187.38	DRUM		
STEEL 55 GAL DRUM (OPEN TOP)	\$77.87	DRUM		
STEEL 85 GAL SALVAGE DRUM	\$273.00	DRUM		
TOTE 275 GALLON	\$325.00	TOTE		

EQUIPMENT MOBILIZATION

DELIVERY HEAVY EQUIPMENT(w/in a 135mi. radius of Alb.)	\$750.00	Trip		
DELIVERY HEAVY EQUIPMENT (Outside a 135mi. radius of Alb.)	\$6.50	LMile		
P/U HEAVY EQUIPMENT (w/in a 135mi. Radius of Alb.)	\$750.00	Trip		
P/U HEAVY EQUIPMENT(Outside a 135mi. radius Alb.)	\$6.50	LMile		
AFTER HOURS EQUIPMENT LOADING (M-F, 5:00pm thru 8:00am; Saturday, Sunday, and Federally Observed Holiday)	\$950.00	Job		
EQUIPMENT FUEL	\$8.78	Gallon		

EQUIPMENT AND SUPPLIES

Heavy Equipment - Fuel, delivery & pickup charges additional

	\$	DAY		
BACKHOE	845.00	DAY		
EXCAVATOR	\$1,592.50	DAY		
LOADER	\$1,267.50	DAY		
SKID STEER-WHEELED	\$390.00	DAY		
SKID STEER-TRACKED	\$604.50	DAY		
STREET SWEEPER	\$520.00	DAY		
SOIL COMPACTOR DRUM	\$715.00	DAY		

Small Equipment - Fuel, delivery & pickup charges additional

PORTABLE COMPRESSOR	\$195.00	DAY		
TRAILERED COMPRESSOR	\$422.50	DAY		
CONFINED SPACE EQUIPMENT	\$585.00	DAY		
COMPACTOR	\$117.00	DAY		
FAN/BLOWER	\$97.50	DAY		
GENERATOR	\$162.50	DAY		
PORTABLE LIGHT TOWER	\$325.00	DAY		

PRESSURE WASHER	\$195.00	DAY		
PRESSURE WASHER SELF CONTAINED	\$682.50	DAY		
CHEMICAL PUMP	\$260.00	DAY		
DOUBLE DIAPHRAGM PUMP WITH HOSE (2 INCH)	\$97.50	DAY		
TRASH PUMP	\$162.50	DAY		
Vacuum, HEPA (Does not include filters)	\$227.50	DAY		
Vacuum, Mercury (Does not include filters)	\$325.00	DAY		
Vacuum, Wet/Dry (Does not include filters)	\$39.00	DAY		
DEMOLITION SAW	\$130.00	DAY		

Forklift - Fuel, delivery & pickup charges additional				
FORKLIFT, ALL TERRAIN	\$715.00	Unit/Day		
FORKLIFT, WAREHOUSE TYPE	\$260.00	Unit/Day		

Trailers				
TANDEM TRAILER	\$130.00	Unit/Day		
HAZMAT TRAILER	\$325.00	Unit/Day		

Trucks/Vehicles - Mileage charge additional				
DUMP TRUCK 12 CY	\$715.00	DAY		
BOBTAIL TRUCK	\$227.50	DAY		
BOBTAIL TRUCK PER MILE (> 50 MI RADIUS OF ALBUQUERQUE)	\$3.05	MILE		
STAKEBED ONE TON PICKUP	\$130.00	DAY		
STAKEBED ONE TON PICKUP PER MILE (> 50 MI RADIUS OF ALBUQUERQUE)	\$2.95	MILE		
COMPANY PICK UP HALF TON TRUCK	\$97.50	DAY		
COMPANY PICK UP PER MILE (> 50 MI RADIUS OF ALBUQUERQUE)	\$2.95	MILE		
HAZMAT TRACTOR TRAILER	\$390.00	DAY		
HAZMAT TRACTOR TRAILER (>50 MI RADIUS OF ALBUQUERQUE)	\$3.15	MILE		
VACUUM TRUCK, VACTOR	\$650.00	DAY		
VACUUM TRUCK, WET (>100 miles radius of Albuquerque)	\$3.39	MILE		
VACUUM TRUCK, WET (<100 miles radius of Albuquerque minimum 4 Hours)	\$156.00	HOUR		
WATER TRUCK	\$715.00	DAY		

Small Tools				
BROOMS	\$6.50	EACH		
COLIWASA SAMPLER	\$45.50	EACH		
SHOVEL	\$6.50	EACH		

MATERIALS				
ABSORBENT BOOM	\$123.50	EACH		
ABSORBENT PAD	\$5.20	EACH		
FLOOR DRY	\$65.00	BAG		
BACKFILL	\$32.50	CY		
SODIUM BICARBONATE	\$20.80	BOX		
MICRO-BLAZE	\$46.80	GALLON		
CAUTION TAPE	\$27.30	ROLL		
DUCT TAPE	\$9.50	ROLL		
POLY BAG	\$1.95	EACH		
PLASTIC SHEET (10 MIL)	\$405.60	ROLL		
VERMICULITE	\$37.70	BAG		
NEGATIVE AIR FILTER	\$325.00	SET		
MERCURY FILTER	\$195.00	EACH		
WET/DRY FILTER	\$71.50	EACH		

LABOR

EMERGENCY RESPONSE				
EMERGENCY RESPONSE ACTIVATION	\$750.00	ONE TIME		
	Regular Time Mon-Fri	Overtime Mon-Fri	Premium Time Sat.-Sun	
ER FOREMAN	\$105.00	\$130.00	\$170.00	HOUR
PROJECT LEAD	\$95.00	\$120.00	\$160.00	HOUR
FIELD CHEMIST	\$75.00	\$105.00	\$140.00	HOUR
SAFETY AND COMPLIANCE OFFICER	\$115.00	\$145.00	\$185.00	HOUR
ABATEMENT TECH	\$85.00	\$115.00	\$150.00	HOUR
HAZMAT TECHNICIAN	\$65.00	\$95.00	\$125.00	HOUR
EQUIPMENT OPERATOR	\$60.00	\$90.00	\$120.00	HOUR
PER DIEM / PER MAN PER DAY	\$175.00			DAY

REMEDIATION AND WASTE MANAGEMENT

DOCUMENTATION TIME/CLERICAL	\$40.00	HOUR		
FIELD CHEMIST	\$67.00	HOUR		
HAZMAT TECHNICIAN	\$50.00	HOUR		

PPE PACKAGES

LEVEL A (FULLY ENCAPSULATING SUIT, SCBA)	\$1,750.00	EACH		
LEVEL B (CPF-1 SUIT, SCBA, GLOVES, BOOTS)	\$93.75	EACH		
LEVEL B (CPF-2 SUIT, SCBA, GLOVES, BOOTS)	\$155.00	EACH		
LEVEL B (CPF-4 SUIT, SCBA, GLOVES, BOOTS)	\$365.00	EACH		
LEVEL C (CPF-1 SUIT, AIR PURIFYING RESPIRATOR, GLOVES, BOOTS)	\$150.00	EACH		
LEVEL D (UNIFORM COVERALLS, GLOVES, BOOTS, EYE PROTECTION)	\$55.00	EACH		
LINE AIR BOTTLE REFILLS	\$85.00	EACH		
SCBA REFILLS	\$37.50	EACH		

WASTE IDENTIFICATION / ANALYTICAL SERVICES

1010/2.1.1 FLASHPOINT	\$100.00	EACH		
150.1 Ph	\$25.00	EACH		
418.1 TRPHC	\$81.25	EACH		
8082 PCB IN OIL	\$150.00	EACH		
6010 METALS BY ICP (PER ELEMENT)	\$27.50	EACH		
8015 BTEX (DRO)	\$100.00	EACH		
8015 BTEX (GRO)	\$100.00	EACH		
8015B GAS & DIESEL ORGANICS	\$175.00	EACH		
8080 PCB	\$200.00	EACH		
8260B,504.1,8015B VOLITALES & TPH COMBINED	\$350.00	EACH		
8270 SEMI VOLITALE ORGANICS	\$750.00	EACH		
CHARACTERISTIC CORROSIVITY	\$25.00	EACH		
CHARACTERISTIC IGNITABILITY	\$50.00	EACH		
CHARACTERISTIC REACTIVITY	\$275.00	EACH		
RCI	\$400.00	EACH		
8260B VOLATILE ORGANICS	\$200.00	EACH		

PROFILE PER WASTE STREAM (BULK)	\$125.00	EACH		
PROFILE PER WASTE STREAM (LABPACK)	\$125.00	EACH		
RCRA 8 METALS	\$275.00	EACH		
RCRA 8 METALS BY TCLP	\$475.00	EACH		
TCLP FULL	\$2,250.00	EACH		
TDS, pH, CONDUCTIVITY	\$280.00	EACH		
*Analytical Pricing is for "regular" turn-around times (typically 7-10 days),				
if a "RUSH" request is made on analysis, pricing is 2x those listed above.				

ROLLOFF TRANSPORTATION

ROLLOFF TRUCK WITH DRIVER >100 miles radius of Albuquerque, NM	\$3.85	MILE		
ROLLOFF TRUCK WITH DRIVER <100 miles radius of Albuquerque, NM minimum 4 Hrs.	\$156.00	HOURL		
ROLLOFF BIN	\$422.50	MONTH		
ROLLOFF BIN	\$19.50	DAY		

TANKER TRANSPORTATION

VACUUM TANKER >100 miles radius of Albuquerque, NM	\$3.39	MILE		
VACUUM TANKER <100 miles radius of Albuquerque, NM Minimum 4 Hrs.	\$156.00	HOURL		
TANK WASH	\$650.00	EACH		
DEMURRAGE(1.5 HRS ALLOWED LOADING/UNLOADING)	\$135.00	HOURL		

Waste Disposal

Regulated Medical Waste / Sharps	\$115.00	38g		
Regulated Medical Waste / Sharps - Adder (NTE 50 lbs)	\$0.85	Lbs.		
Pharma Medical Waste - Incineration	\$145.00	38g		
Pharma Medical Waste - Adder (NTE 50 lbs)	\$2.05	Lbs.		
Non Hazardous Liquids	\$185.00	55g		
Non Hazardous Solids	\$135.00	55g		
Lead Contaminated Soil (RCRA no listed codes)	\$198.00	55g		
Lead Contaminated Soil (RCRA no listed codes)	\$257.00	Ton		
Lead Contaminated Soil (Non RCRA)	\$164.00	55g		
Lead Contaminated Soil (Non RCRA)	\$105.00	Ton		
Non Hazardous Soil	\$145.00	55g		
Non Hazardous Soil	\$85.00	Ton		
Asbestos (Friable)	\$185.00	55g		
Asbestos (Friable)	\$105.00	Ton		
Asbestos (Non Friable)	\$155.00	55g		
Asbestos (Non Friable)	\$85.00	Ton		
Remediation Paint Chips and Debris - RCRA	\$197.00	55g		
Remediation Paint Chips and Debris - RCRA	\$279.00	Ton		
Remediation Paint Chips and Debris - Non RCRA	\$164.00	55g		
Remediation Paint Chips and Debris - Non RCRA	\$105.00	Ton		
Reactive Lab Pack	\$195.00	5g		
Non Reactive Lab Pack	\$95.00	5g		
Non Reactive Lab Pack	\$125.00	15g		
Non Reactive Lab Pack	\$155.00	30g		
Non Reactive Lab Pack	\$195.00	55g		



RFP # 2021-13 City of Las Vegas Hazardous Materials Clean-Up and Removal Services

Dan Kelley – Emergency Environmental Services

Bid Opening: 2/11/2021



City of Las Vegas

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

Mayor Louie A. Trujillo

ADDENDUM NO. 1

REQUEST FOR PROPOSALS OPENING #2021-13

HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES

Change in Bid Opening Date

This addendum is to reflect the change in the bid opening date from February 11, 2021 at 2:00 PM to February 16, 2021 at 2:00 PM.

All other terms and conditions of the original invitation for Bids or Request for Proposals shall remain the same.

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 N. GRAND AVE., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: www.lasvegasnm.gov, BY WRITING TO 1700 N. GRAND AVE. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE R.F.P. DOCUMENTS REMAINING UNCHANGED.

CITY OF LAS VEGAS,

William Taylor, City Manager

Scott Aaron, City Attorney

Cassandra Fresquez, City Clerk

Jesus Baquera, Finance Director

Helen Vigil, Purchasing Director

PUBLISHED: Albuquerque Journal - 01/22/21

Las Vegas Optic - 01/22/21

City Web Page - 01/22/21

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4



**Emergency
Environmental
Services, LLC**

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- A. Offeror's Identification
- B. Campaign Contributions Disclosure Form
- C. Personnel Experience
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- C. Experience in Specialized Services
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 - G. Financial
- D. Additional Information
 - I. Contractors Bond (N/A)
 - J. – Cost Schedule

Section A.

OFFEROR INFORMATION

OFFEROR: Emergency Environmental Services LLC

AUTHORIZED AGENT: Nicklaus John Christofferson

ADDRESS: 6280 Desert Rd, Bldg A, Albuquerque New Mexico

TELEPHONE NUMBER (505) 503-3884

FAX NUMBER () _____

DELIVERY: Hand

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: 395368, 401558, 401559

SERVICE (S): **HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHINICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF Arizona }

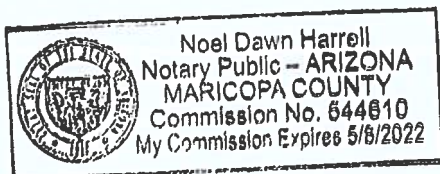
COUNTY OF Maricopa }

I, Nick Christofferson 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 8 day of February, 2021.

(SEAL)



Noel Dawn Harrell
Notary Public Signature

My Commission Expires: 5/8/2022

Section B.

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: 82-1631853

SOCIAL SECURITY NUMBER: _____

Section B.

"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)

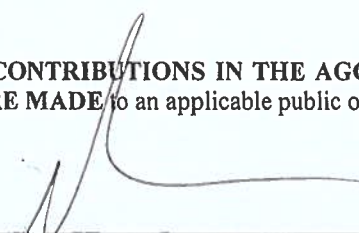
Signature

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

01/29/2021

Date

Managing Partner

Title (Position)

Section C.



Emergency
Environmental
Services, LLC

Joe Osborn

General Manager

Professional Certifications

- 40 Hour OSHA HAZWOPER
- Incident Commander
- HAZWOPER Supervisor
- Emergency Response Supervisor
- Bloodborne Pathogens
- Personal Protective Equipment Selection
- Respirator Training
- HAZMAT In Confined Spaces
- Confined Space Supervisor
- Confined Space Entry
- First Aid & CPR
- MSHA
- Hazmat Transportation & Security
- Heavy Equipment Operation (Backhoe, Front-End Loader, Track hoe, Bulldozer, Aerial Lift, Forklift)
- Maricopa County Dust Control
- OSHA 10 – Hour
- ADEQ Tank Decommissioning

Professional Accomplishments

Experience

- 40 Years of Hazardous Materials and Environmental Contracting
- 45 Years of Underground Utility Dismantle and Installation.
- 40 Years of defense department contracting
- Completed multiple leadership forums and seminars focused on team and project management.
- Have held multiple growth positions with private environmental firms allowing the experience of each to carry growth into the next.

Notable Project

- Managed Numerous pipeline projects with piping ranging from 4" to 96"
- Grading projects from residential pads to entire subdivisions with 250 house pads.
- Super Fund Site in Phoenix AZ which required an excavation of a 5-acre site to depths of 30'.
- Super Fund Site in Prescott AZ which required excavations on a 40-acre site to depths of 50' with multiple phases of project going on for four years. The project did receive closure from the EPA.
- Various military installations across the country-have successfully removed numerous underground and above ground storage tanks and complete fuel systems.
- Multiple site remediation projects across the country as well as locally.
- Installation of numerous fuel systems.

Work History – Environmental

- General Manager – Emergency Environmental Services, LLC
06/2018-Current
- General Manager of environmental remediation and construction services – Emergency Response Inc.
03/2018-06/2018
- General Construction Manager - H2O Environmental
11/2014-03/2018
- Owner of Southern Plains Construction
01/01/1985

Education

Diploma – General Studies – Winner High School- Winner, South Dakota – 1977

Responsibilities

- Effectively manage 20 Environmental (Hazwoper) Technicians during daily operations
- Effectively manage 4 Field Supervisors over a wide range of scopes and duties
- Equipment Maintenance and Service
- Emergency response planning and management.
- Successfully managing 5-10 Projects daily as required
- Develop and manage specific training requirements for staff. Each team member is put on a training path to complete prior field service and during field service.
- Finding great additions to our staff through thorough interviews and timely execution of talent acquisition
- Providing means of disciplinary action while holding team members accountable to EES policies and values.
- Project Estimating
- Project Invoicing
- Project Budgeting
- Maintain and establish clientele relationships
- Providing and establishing an effective schedule to allow client projects to proceed along with daily emergency response calls.

Citizenship- United States of America



Emergency
Environmental
Services, LLC

Dan Kelley

Project Manager New Mexico

Professional Certifications

- 40 Hour OSHA HAZWOPER
- Incident Commander
- HAZWOPER Supervisor
- Emergency Response Supervisor
- Bloodborne Pathogens
- Personal Protective Equipment Selection
- Respirator Training
- HAZMAT In Confined Spaces
- Confined Space Supervisor
- Confined Space Entry
- First Aid & CPR
- Hazmat Transportation & Security
- Heavy Equipment Operation (Backhoe, Front-End Loader, Track hoe, Bulldozer, Aerial Lift, Forklift)
- OSHA 10 – Hour
- Asbestos Contractor Supervisor

Professional Accomplishments

Experience

- 15 Years of Hazardous Materials and Environmental Contracting
- 25 Years of Excavation and Grading Experience.
- 7 Years of Experience Working with Contractors on Department of Defense, Environmental Protection Agency and NASA Contracts for Remediation.
- Have held multiple growth positions with private environmental firms.

Notable Project

- Estimated and Managed Multiple Building Demolitions and Asbestos Abatement Projects with Local Municipalities, including the City of Farmington and the City of Gallup.
- Managed Numerous Oilfield Remediation projects.
- Managed and Coordinated the Decommissioning of Uranium Pond with Navarro Engineering in Durango, CO.
- Managed and Help Coordinate Excavation and Disposal of Special Waste at Johnson Space Center (NASA) with Navarro Engineering in Las Cruces, NM.
- Managed and Coordinated Rehabilitation of 15 miles of Road at Rocky Flats in Denver, CO with Navarro Engineering (DOE).
- Managed Crews and Equipment on Large Special Waste Landfarm in New Mexico.
- Grading projects from residential pads to entire subdivisions.

Work History – Environmental

- Project Manager – Emergency Environmental Services, LLC
09/2020-Current
- Estimating/ Project Manager of environmental remediation and construction services – Envirotech Inc.
01/2009-08/2019
- Construction Superintendent – Wescor General
05/2004-07/2008

Education

Diploma – General Studies – Payson High School- Payson, AZ – 1994

Responsibilities

- Effectively manage 8 Environmental (Hazwoper) Technicians during daily operations
- Effectively manage 2 Field Supervisors over a wide range of scopes and duties
- Equipment Maintenance and Service
- Emergency response planning and management.
- Successfully managing 3-5 Projects daily as required
- Develop and manage specific training requirements for staff. Each team member is put on a training path to complete prior field service and during field service.
- Finding great additions to our staff through thorough interviews and timely execution of talent acquisition
- Providing means of disciplinary action while holding team members accountable to EES policies and values.
- Project Estimating
- Project Invoicing
- Project Budgeting
- Maintain and establish clientele relationships
- Providing and establishing an effective schedule to allow client projects to proceed along with daily emergency response calls.

Citizenship- United States of America



New Mexico E-Services for Contractor Licensing


[Home Page](#)

Company Details

Company Name	EMERGENCY ENVIRONMENTAL SERVICES, LLC	License Number	395369
Phone Number	4803898293	License Status	Active
Issue Date	06/16/2018	Expiry Date	06/30/2021
Volume	\$1000000.00 +		
Principal Place of Business Address			
1400 N GILBERT RD STE. G2			
City	GILBERT		
State	AZ	Zip Code	85234

QP Details

Name	Certificate No	Classification	Attach Date	Status
NICKLAUS JOHN CHRISTOFFERSON	395368	GS29	06/16/2018	Attached
NICKLAUS JOHN CHRISTOFFERSON	401559	GF07	03/06/2020	Attached
NICKLAUS JOHN CHRISTOFFERSON	401558	GS05	03/06/2020	Attached

[Back to search page](#) [Back](#)



Emergency
Environmental
Services, LLC

Section E – Statement of Qualifications

Emergency Environmental Services is a full-service environmental contractor for public and private entities; that specializes in Emergency Response, Environmental Remediation/Demolition, Onsite Services, Waste Disposal and Transportation.

CAPABILITIES:

- Emergency Response 24/7 365 days a year
- Confined Space Entry/ Confined Space Rescue
- Hazardous Spill Containment, Mitigation and Recovery
- Site remediation, decontamination, and removal of leaking underground and/or above ground bulk storage tanks.
- Commercial Motor Vehicle Incidents
- Critical and High-Risk Emergency Response
- Lab Packing
- Waste Transportation and Disposal
- Asbestos, Lead, Mercury, and Mold Remediation
- Tank Cleaning and Inspections
- Soil Vapor Extraction System Installs
- Hazardous and Non-Hazardous Building Demolition
- Hydro Excavation and Daylighting/Utility Locate services
- Vacuum Truck Services
- Site and Pad Grading

Emergency Environmental Services leadership team has many years of experience in emergency response and environmental remediation. We use this vast experience to self-perform to the highest degree possible. All the employees are vetted, and background checked to work within secure and sensitive areas. Let Emergency Environmental Services be your problem solver that will get you answers or solutions to any of your environmental needs even if no one else can. Give yourself the luxury of honest and dependable service; make Emergency Environmental Services be your preferred environmental contractor, this will allow you to save time and money while getting the project done.

AREAS SERVED, CERTIFICATIONS, AND TRAINING:

ARIZONA: KA DUAL ENGINEERING LICENSE #314851

NEW MEXICO: GS29 LICENSE #395369

USDOT # 3048098

US EPA ID # AZR000520049

PHMSA HAZMAT Registration Number: 060520600017CE

Emergency Environmental Services, LLC is insured with a 5-million-dollar umbrella policy and is a member of **ISNetworld®**, **ConstructSecure®** and **Avetta®**

EES Mining Division

EES retains contracts with different mining companies both in New Mexico and Arizona. Under these contracts, EES performs many tasks such as, emergency response, remediation, hydro excavation, and mine reclamation projects. EES has a crew of 5 specialized technicians who work on an undisclosed location uranium mine. Their efforts are focused on getting the site into a remediated state for closure with the State Of New Mexico. The tasks that are performed there include relocating mine tailings, cleaning tanks,



Emergency Environmental Services, LLC

demolition of structures, managing radiation levels and excavation of leaky fuel system piping. EES will be assisting this mine with this closure over the next 4 years.

CERTIFICATIONS AND TRAINING CONTINUED:

- OSHA 40 Hour HAZWOPER Trained Managers, Supervisors, and Technicians
- OSHA Trenching & Shoring Certifications
- OSHA First aid and CPR
- OSHA Hazardous Waste Training (8 Hour)
- OSHA Lock-out/tag-out
- MSHA Surface Mining
- FEMA100.B Incident Command System
- FEMA200.B Single Resources & Initial Action Incidents
- FEMA 700.A National Incident Management System
- Highway Emergency Response Specialists
- Incident Command Supervisors
- Traffic Incident Management (Arizona Certified)
- Lead, Asbestos, Mold, and Mercury
- ADEQ Tank Decommission Card Holders
- Confined Space Entry Certified Managers, Supervisors, and Technicians
- Confined Space Rescue and Emergency Services Certified Managers, Supervisors, and Technicians
- Biohazardous Waste Clean Up Supervisors and Technicians
- HAZMAT Security Trained
- Rule 310 Comprehensive Dust Control Training
- Hazard Communication Trained Managers, Supervisors, and Technicians

PAST PERFORMANCE NARRATIVE

Customer 1:

- (1) Customer name;
Adams and Wendt Consulting
 - (2) Customer point of contact (including name, phone, and email address);
Greg Dozer, 602-510-7274 gdozer@adams-wendt.com
 - (3) Brief description of work performed and the offeror's role;
EES was called into investigate some orphan underground storage tanks with the consultant. Upon investigation, we found 3 very old UST's and an abundance of soil contamination, EES was responsible for excavating the tanks and removing approximately 7200 tons of Tetra Ethel Lead contaminated soil. This project is on pause at the moment due to inclement weather. EES will mobilize back to the site and complete the grading and paving at the site this spring.
 - (4) Dollar value of project;
\$250,000.00
- Period of performance. 6/1/2019-present

Customer 2:

- (1) Customer name;
Fertizona
- (2) Customer point of contact (including name, phone, and email address);
Yvonne Rodriguez 480-548-0322 yrodriguez@carils.com
- (3) Brief description of work performed and the offeror's role;
Client had a breached 25,000-gallon Sodium Hydroxide tank that lost about 15,000 gallons of material. The material ran out of their location and flowed into a roadway and into the retention pond of the US Border Patrol. EES was tasked with many facets of the project, first of which being the initial response and containing the spill. Second, EES was asked to excavate and dispose of all of the contaminated soil, demolish some affected structures, rebuild the pads for the new tank, and work with the State of Arizona and the consultant to get closure of the site.
- (4) Dollar value of project;
1.5 Mil
- (5) Period of performance. 9/4/18-1/26/2019

Customer 3:

- (1) Customer name;
Arizona Department of Transportation
- (2) Customer point of contact (including name, phone, and email address);
Travis Qualls
- (3) Brief description of work performed and the offeror's role;

EES does not directly work for ADOT; however, ADOT is the oversight on all transportation hazmat incidents within their right of way. Our role is to respond for the insurance companies that represent different companies engaged in commerce on the roadways. This includes fuel tanker companies, which may require to mitigate various types of spills no matter the size. Since the inception of EES, it has performed over 200 responses indirectly for ADOT, but directly for the insurance companies that represent the losses.

- (4) Dollar value of project; and
\$4.5million
- (5) Period of performance. 6/2017-Present

Customer 4:

- (1) Customer name; Carter Oil Company
- (2) Customer point of contact (including name, phone, and email address);
John Kennedy, 602-390-7515, jkennedy@entech-us.com
- (3) Brief description of work performed and the offeror's role;
EES was the primary responder for a gasoline tanker that rolled over and caught fire in Flagstaff AZ under an overpass of Interstate 40. EES was tasked with remediating the side of the ADOT ROW and repairing the fire damage. Upon further investigation the fuel and fire water went down a storm sewer artery and landed into a registered federal wetlands area. After lab results came back during the cleanup operation in the wetlands, it was brought to the attention that the fire foam Flagstaff Fire used had PFOA and PFAS in it. EES was tasked with the remedial effort lead by the consulting firm. Contaminated soil was removed and taken to a subtitle D landfill and the PFAS water was filtered in a GAC onsite tested and sprinklered back into the Forest.
- (4) Dollar value of project; To date \$2.35Mil
- (5) Period of performance. 3/2020 to present

Customer 5:

- (1) Customer name; Miller Environmental
- (2) Customer point of contact (including name, phone, and email address);
(3) Jake Parzych, 315-870-5567, ParzychJ@millerenv.com
- (4) Brief description of work performed and the offeror's role;
We respond to COVID decontamination calls for Miller in Arizona and New Mexico. When called we go to the Big Box retailers and decontaminate the stores wiping the high touch points, fogging the product shelves, and mopping the floors with disinfectant. We also do the Federal Aviation Sites for them as well.
- (5) Dollar value of project; \$220k
- (5) Period of performance. 1/2020-12/2020



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

Meeting Date: March 10, 2021

Date Submitted: 2/22/21

Department: Community Development

Item/Topic: Website redesigns Presentation and Selection from four options. Presentation by Virginia Marujo

Fiscal Impact: N/A

Attachments: Printout of the presentation and design options.

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 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 _____



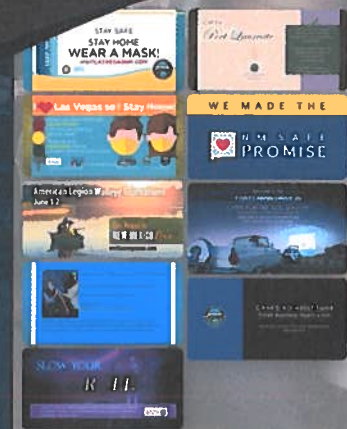
CITY OF LAS VEGAS NEW MEXICO

Website Redesign

4 Options

1 Goal

Las Vegas
NEW MEXICO
Contact Us



Recent News

Get the most recent news and public service announcements
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PSA - Las Vegas Shooting R...

0 Comments



Preserving Our Buildings!

0 Comments



PSA - Utility Division Line ...

0 Comments

Document Center

Meetings & Minutes

City Charter

Pay A Bill

Municipal Ordinance

Job Openings

Public Service Announcements

Gouvernement Website

2021/2022

Las Vegas, NM

HOME ABOUT MENU ORDER CONTACT



CITY OF LAS VEGAS NEW MEXICO

1700 N. Grand Avenue
Las Vegas, NM 87701
Tel. 505-454-1401



LOOKING FOR CHILDCARE?

The NMRECA (New Mexico Regional Education Cooperatives Association) is working with the Public Education Department and the New Early Childhood Education & Care Department to help families in finding available Child care services. Schools are operating in a remote or hybrid

Becoming a Temporary Friends, Family and Neighbor Child Care Provider may be eligible to receive Child care assistance funding.

<https://www.lasvegasnm.gov/wp-content/uploads/Becoming-a-Child-Care-Provider-in-your-Home.pdf>

...



DOCUMENT
CENTER



MEETINGS &
MINUTES



JOB
OPENINGS



CITY
CHARTER



MUNICIPAL
ORDINANCE



PAY A
UTILITY BILL



BIDS &
RFPs



PUBLIC SERVICE
ANNOUNCEMENT

Upcoming Events

I'm a paragraph. Click here to add your own text and edit me. I'm a great place for you to tell a story and let your users know a little more about you.

Recent News

I'm a paragraph. Click here to add your own text and edit me. I'm a great place for you to tell a story and let your users know a little more about you.

Contact Us

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CITY OF LAS VEGAS

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BREAKING NEWS:

San Miguel County remains the only County in the **RED!**

SOLID WASTE SCHEDULE FOR THANKSGIVING WEEK 11/23/20 through 11/28/20

Monday, November 23, 2020
Commercial routes will run as usual.
Monday and Tuesday residential routes will be picked up.

Tuesday, November 24, 2020
Commercial routes will run as usual.
Wednesday and Thursday residential routes will be picked up.

Wednesday, November 25, 2020
Commercial routes will run as usual.
Residential routes will be completed and Special needs route will be picked up.

Thursday, November 26, 2020
In observance of the Thanksgiving holiday.
Commercial routes and residential routes will NOT be picked up.
The transfer station will be closed.

Friday, November 27, 2020
In observance of the Thanksgiving holiday.
Commercial routes will run as usual and residential routes will NOT be picked up.
The transfer station will be closed.

Saturday, November 28, 2020
Commercial routes will run as usual.
The transfer station will be closed.

Please have rollouts out by 6:30 a.m.
Feel free to contact the transfer station at 505-426-0350 with any questions. Thank you.

[City Charter](#)

[Meetings](#)

COVID-19

[Documents](#)

[Events](#)

NEWS

9/29/2020 01:23 PM

Transfer Station...

The City of Las Vegas Solid Waste Transfer Station will be closed Monday, September 28, 2020, beginning at 12:00 p.m. due to the facility being at maximum capacity.

We will reopen at 12:00 p.m. on September 29, 2020. Please call the Solid Waste Transfer Station at 505-426-0350 with any questions. We apologize for the inconvenience.

WELCOME



[FIND AN ORDINANCE](#)

NM STAY SAFE PROMISE

WE MADE THE

JOB OPPORTUNITIES

More Videos on Facebook Watch



DO YOUR CENSUS
Rio Arriba



DO YOUR CENSUS
Rio Arriba



DO YOUR CENSUS FO...
Rio Arriba

0:00

Hours of Operations

**CALL US TODAY AT
1-505-454-1401**

Operations

CALL US TODAY AT
1-505-454-1401

★

OPENING HOURS

★

MONDAY-FRIDAY
8.00AM-5.00PM

★

ADDRESS

★

1700 N Grand Ave.
Las Vegas, NM, 87701

Tel: 505-454-1401

Operations

CALL US TODAY AT
1-505-454-1401

★

OPENING HOURS

★

MONDAY-FRIDAY
8.00AM-5.00PM

★

ADDRESS

★

1700 N Grand Ave.
Las Vegas, NM, 87701

Tel: 505-454-1401

Operations

CALL US TODAY AT
1-505-454-1401

★

OPENING HOURS

★

MONDAY-FRIDAY
8.00AM-5.00PM

★

ADDRESS

★

1700 N Grand Ave.
Las Vegas, NM, 87701

Tel: 505-454-1401

City of Las Vegas September Newsletter

NEWS LETTER

Welcome to Las Vegas, NV where the plains meet the mountains at the base of the Rocky Mountains.
 EDITED NOVEMBER 2020

Breaking News

Governor Michelle Lujan Grisham announces a two week restart.

The Governor has ordered a two week restart but what does that mean?

- * New Mexicans are instructed to shelter in place. Stay home except for essential trips for health, safety and welfare.
- * All non-essential businesses and nonprofits must cease in-person activities.
- * Essential businesses may operate if they reduce their operations and in-person workforce to the greatest possible extent.

HIGHLIGHTS

- LVFD Receives Second Truck**
Back Cover
- LV Senior Center**
Page 1
- EAHES Act 1st Group Recipients**
Page 1
- LVNM Safe Certifications**
Page 1

A Letter from the Mayor

There's a lot of news going on right now, and it's important to stay informed. We want to let you know that we are working hard to keep you safe and healthy. We are also working to get our city back on track. We are asking you to do your part by staying home, wearing your mask, and practicing social distancing. We are also asking you to be kind to each other. We are all in this together.

START NOW

5 Steps to Access Document Converter

Click "Start Now"

Continue on our website

FromDocToPDF Extension

fromDOCtoPDF




**TRAINED IN
COVID-SAFE
PRACTICES**

WWW.NMSAFECERTIFIED.ORG

**1700 N Grand Ave.
Las Vegas, NM, 87701**

Tel: 505-454-1401




City of Las Vegas September Newsletter

NEWS LETTER

Welcome to Las Vegas, NM where the plains meet the mountains at the base of the Rocky Mountains
EST. 1941 NOVEMBER 4, 2020

Breaking News
Governor Michelle Lujan Grisham announces a two week restart

The Governor has ordered a two week restart but what does that mean?

- * New Mexicans are instructed to shelter in place
Stay home except for essential trips for health, safety and welfare
- * All non-essential businesses and nonprofits must cease in-person activities
- * Essential businesses may operate if they reduce their operations and in-person workforce to the greatest possible extent.

HIGHLIGHTS

- LVD Receives Second Truck
Bark Center
- TV Senior Center
Page 1
- CARES Act 1st Group Recipients
Page 1
- UNM Safe Certifications
Page 7

A Letter from the Mayor

Thank you to everyone doing a great job for our community with the new Governor's health orders and are required to stay home except for necessary services such as shopping for food, pharmacies, food banking, etc.

The daily only see Las Vegas as a initial openers and business allowing to if we all do what we need to do according to the new health order.

I ask everyone to help our community by in being physical of children, regular hand washing, and avoid visiting in groups that will affect home safety.

We are all a critical part of our community with this crisis, we need to do our part to protect families, friends, and neighbors. Stay home.

I ask each of you to please take care of yourselves and your loved ones.

Thank you,
Mayor

START NOW

5 Steps to Access
Document Converter

Click "Start Now"

Continue on our website

FromDocToPDF
Conversion

fromDOCtoPDF

City of Las Vegas

NEW MEXICO

[Take the Census: 2020census.gov](#) | (844) 330-2020

2020 Census Deadline Extended to October 31

The final deadline to complete the 2020 Census has been extended to Oct. 31 amid the COVID-19 pandemic.

Please complete your census! The decennial census is a simple 10-question form whose results determine how more than \$800 billion in federal funds will be distributed in communities across the nation, including over \$7 billion per year in New Mexico.



Executive Order | May 6, 2020

Face Protection is Required in Las Vegas, NM

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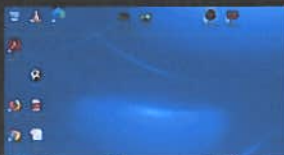
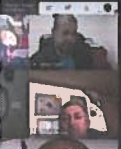
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Sat		44°	3°
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Virginia Marrojo



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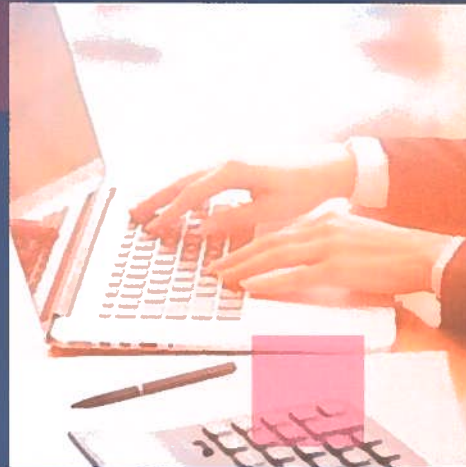
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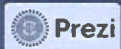
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