



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
July 19, 2023–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Appointment of Teresa Salazar to the Library Board
 - Recognition of Beatrice Salazar, retiring after 24 years of service with the City of Las Vegas Police Department

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

X. FINANCE REPORT

XI. BUSINESS ITEMS

1. MainStreet de Las Vegas' FY 2022-23 Fourth Quarter Report.

Michael Peranteau, MainStreet Executive Director Fiscal Year 2022-23 fourth quarter report for Contract #3910-22 with the City of Las Vegas.

2. Request approval of Request for Proposal (RFP) #2023-24 for the Water Treatment Plant System Planning, Design, and Construction Phase Engineering Services to HDR, Bohannon Huston, & Molzen-Corbin & Associates.

Maria Gilvarry, Utilities Director The RFP was advertised on 6/16/23 in the Las Vegas Optic, Albuquerque Journal and City Website. There were three proposers.

3. Discussion/Direction regarding Questions to be placed on the Ballot for the upcoming Regular Local Election.

Casandra Fresquez, City Clerk Council advised that there may be some questions they would like to place on the ballot for the upcoming Regular Local Election.

XII. EXECUTIVE SESSION

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

XIII. 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.



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

Meeting Date: July 19, 2023

Date Submitted: 7/10/23

Department: Executive

Item: Mayor's Appointment: Teresa Salazar to the Library Board

Appointment of one member to Library Board:

1. Teresa Salazar – 72 Lakeview Drive, Las Vegas, NM 87701 – Ward representation not required

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:


City Manager

Finance Director

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COUNCIL ACTION TAKEN**

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

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

TERESA C. SALAZAR
72 Lakeview Drive
Las Vegas, New Mexico 87701-7449
Telephone: (571) 334-2212
E-mail:

Mayor Louie A. Trujillo
1700 North Grand Avenue
Las Vegas, NM 87701

July 7, 2023

Dear Mayor Trujillo:

Having retired from the federal court in Washington, DC, this past year, my husband and I now call Las Vegas, NM, home and I am eager to serve my new community.

I understand that there is an opening on the Board of Directors of the Carnegie Public Library and I would be very interested and honored to serve the city of Las Vegas in this capacity. I believe that libraries play a crucial role in the intellectual development of all individuals, as well as contributing to their academic and professional success. It would be my goal to contribute to maintaining and highlighting that very important role of the library.

Although I have no specific training in library science, I would apply all my skills to the task, and dedicate myself to learning quickly how best to serve the library. As you can see from the attached resume, the career path in translation and interpretation that I chose has led me to be adept at quickly researching and learning about myriad subjects. I hope and expect that my professional experiences would serve me well if I were to serve on the Carnegie Library Board.

Should you have any questions or require any more information about my professional background, please do not hesitate to reach out to me.

Respectfully,



Teresa C. Salazar

Attachment

TERESA C. SALAZAR
72 Lakeview Drive
Las Vegas, New Mexico 87701-7449
Telephone: (571) 334-2212
E-mail: tete.sal@hotmail.com

EDUCATION and QUALIFICATIONS

Secretary, Board of Directors of the National Association of Judiciary Interpreters and Translators – 2018 to 2022

National Association of Judiciary Interpreters and Translators (NAJIT,) Chair of Position Paper Committee – 2018-2023

Adjunct Faculty, University of Maryland, Graduate Studies in Interpreting and Translation, Department of Communication – 2013 to 2017

Interagency Language Roundtable (ILR), Member of Translation and Interpretation Committee – 2002 to 2021

ASTM, International- Member of Executive Board, Chair of Subcommittee on Interpretation - 2011 to Present

Interagency Language Roundtable (ILR), Member, Subcommittee on Interpretation Self-Assessments - 2012 to 2014

Monterey Institute of International Studies/University of Maryland Training the Trainers Seminar - 2008

University of Salamanca, Spain, Summer Course in Judicial and Police Spanish - 2007

Interagency Language Roundtable (ILR), Member, Subcommittee on Audio Transcription - 2008

Interagency Language Roundtable (ILR), Chair, Subcommittee on Interpretation Standards - 2004

Member, Interpreters Advisory Board, Administrative Office of the United States Courts - 2001 to 2006, 2017 to 2021

ASTM, International- National Association for Judiciary Interpreters and Translators (NAJIT) Representative on the Subcommittee on Interpretation - 1998- 2002

Trainer, Virginia Judiciary Orientation Workshop for Court Interpreters (part of National Center for State Courts Consortium) - 1999

Rater, State Certification Examination for Court Interpreters (consultant) - 1997 to 2005, for the states of Virginia, Wyoming, and New Mexico.

Trainer, Maryland Judiciary Orientation Workshop for Court Interpreters (part of National Center for State Courts Consortium) - 1996 to 1998

Rater, Federal Certification Examination for Court Interpreters - 1995 to Present

Advanced Conference Interpreting Workshop (NAJIT Sponsored) - 1995

Federally Certified Court Interpreter - 1993

University of Arizona - Summer Institute for Court Interpretation, 1989

Monterey Institute of International Studies (Middlebury Institute of International Studies at Monterey) - MA Translation and Interpretation, 1984

TERESA C. SALAZAR

US Department of State Accredited Interpreter – 1983-1995

ALPS (Automated Language Processing Systems) Provo, Utah - Internship, 1983

Boston University - BA International Relations, Concentration in Latin American Studies, 1978

PROFESSIONAL EXPERIENCE

Director of Interpreting Services/Staff Interpreter, U.S. District Court for the District of Columbia - Washington, DC

Staff Interpreter handling Spanish language matters and responsible for the contracting of qualified interpreters on an "as needed" basis. Responsible for the supervision of interpreters working in the Court and maintaining professional and ethical standards in the courtroom. Duties include the drafting of professional and ethical guidelines for court interpreters and providing guidance for those new to the field, as well as other parties unused to working with interpreters and unfamiliar with standard professional practices. Serve as resource for judges in matters dealing with interpreting practices, ethics, legal precedents, or case law, etc. Responsible for remote interpreting services provided through the Telephone Interpreting Program, Zoom and other remote platforms. Also responsible for providing interpreter training as needed. (1995 - 2023)

Lionbridge Global Language Services (Part-time Instructor and Consultant) - Washington, DC

Planned, developed, and presented interpreting skills-building courses for FBI linguists, focusing primarily on consecutive and simultaneous interpreting modes. Provided consulting services focusing on interpreter performance and working conditions in the immigration courts. (2003-2009)

Interpreter/Translator (Part-time Contractor) - Washington, DC

Interpreter for conferences and meetings in both the public and private sectors, including interpreting for Simulcast Satellite Town Meeting for the US Department of Education, transcription/translation for law enforcement agencies and attorneys, translation of children's educational materials, service contracts for a national electronics chain, and legal documents for foreign institutions of higher education. Editing of Spanish and English texts on a contract basis, teaching of joint interpreting skills workshop for the US District Court for the District of Columbia and the Superior Court of the District of Columbia. Teaching and developing interpreting courses. Also perform voiceovers in both English and Spanish. (1995 - Present)

Interpreter/Translator (Full-time Contractor) - Washington, DC

Interpreter for public and private agencies. Work includes providing simultaneous and consecutive interpretation for conferences, the US Department of State, the courts, the US Attorney, depositions, attorney/client interviews, anti-terrorist security courses, telephone surveillance and transcription/translation. Translation experience in post-editing technical and general machine-generated translations, human translation of technical manuals, legal orders and related documents, commercial contracts, elementary and junior high school science texts, multi-cultural elementary reading materials and reviewing and editing transcription translations for local and federal law enforcement agencies. (1984 - 1995)

Wordpower, Inc. - Washington, DC

Vice-President of company providing language services ranging from translation/interpretation to film dubbing in several languages, and dealing with a wide range of subjects. Also provided services of transcription/translation for Title III operations, and other law enforcement agencies. (1991-1993)

Interpreter, XXIII Olympiad (1984) - Los Angeles, CA

Simultaneous interpreter (Spanish booth) for conferences at Main Press Center. Performed other interpretation duties as needed.

Teresa C. Salazar

Zimmermann, Wilson & Co. - Carmel, CA

Research/Administrative Asst.: Researched and coordinated background information for business plans, served as liaison between company president and clients, managed office and handled all Latin American correspondence. (1983-84)

Oppenheimer & Co. - New York, NY

Sales Asst.: Liaison between two vice-presidents and clients. Monitored daily activity in accounts, executed money market transactions, responsible for telexing, opening and closing accounts, posting and giving quotes. (1981)

Nippon Kangyo Kakumaru International, Inc. - New York, NY

Syndicate Asst.: Managed Syndicate Department. Duties included monthly accounting, compiling and mailing weekly corporate calendar, preparing and notarizing underwriting documents, executing buy/sell tickets, taking care of correspondence and monthly bills. (1980-1981)

New York State Employment Services - New York, NY

Bi-lingual Placement Counselor: Screened applicants with language difficulties, helping them understand procedures, explaining benefits and services and lending any other assistance required. (1978-1979)

Honors:

Dean's List - Monterey Institute of International Studies

Certificate of Appreciation Award Plaque - United States Information Agency

Professional Memberships:

National Association of Judiciary Interpreters & Translators (NAJIT)

American Translators Association (ATA)

National Capitol Area Translators Association (NCATA)

Publications

Team Interpretation in Court-Related Proceedings, NAJIT Position Paper

General Guidelines and Requirements for Transcription Translation in a Legal Setting for Users and Practitioners, NAJIT Position Paper

Onsite Simultaneous Interpretation of a Sound File is not Recommended, NAJIT Position Paper

References Available Upon Request

Teresa C. Salazar

Sampling of Conference and Seminar Topics

Annual Conference of the International Federation of the Phonographic Industry
Water Supply for Underdeveloped Areas
The Cattle Industry in Nicaragua
IBM International Marketing Training Course
The Mayor's Town Meetings (District of Columbia)
The Mayor's Hispanic Forum on Housing (District of Columbia)
NAFTA Side Agreement Discussions- Pesticide Levels
New Agricultural Markets in the US
A Comparison of US State and Local Government Practices with Argentina's New Economic Policies in Municipal Areas
Economic Reform Alternatives for El Salvador
Opportunities for Foreign Investment in El Salvador
Pharmaceutical Industry Annual Conference
Charity Foundations Annual Conference
Electric Power Plants
Mastercard International Marketing Conference for Latin America and the Caribbean
Motorola Paging Marketing Conference for Latin America and the Caribbean
Hilton Hotels Employee Orientation Conference
Hyatt Hotels Employee Orientation Conference
NOW Annual Conference
Heifer Project International's Women in Livestock Development Annual Conference

Sampling of Seminar Topics and Training Courses (Sponsored by the US Information Agency and US Department of State Office of Diplomatic Security)

Airport Security Course for the Guardia Civil and Airline Personnel in Madrid, Spain for 1992 Olympics
Special Events Security for High Level Spanish Officials
Airport Security for Law Enforcement Groups from Latin American Countries
Vital Installation Security
Hostage Negotiations
Post-Blast Investigation
Crisis Management
Crisis Response Team Tactics and Techniques with Firearms Training
Interview Techniques
Explosive Detector Dog Training
VIP Security Course including Defensive Driving Tactics
Explosive Ordinance Disposal
Drug Policy
Administration of Justice
Constitutional Law
The American Political System
Grassroots Democracy
Environmental Issues
Preservation of Historical Artifacts and Cultural Patrimony
Education
The Arts
The Foreign Debt
Children's Science Education and Museums
Labor Relations



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

Meeting Date: July ¹⁹~~12~~, 2023

Date Submitted: 6/12/23

Department: Police

Item/Topic: Recognition of the retirement of Beatrice Salazar. Mrs. Beatrice Salazar served 24 years with the Las Vegas City Police Department. Ms. Salazar has served in the roles of Communication Specialist, Grants Administrator and Records Supervisor.


Fiscal Impact: None Presentation only

Attachments: Plaque of Retirement

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Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

City Attorney (Approved as to Form)

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Contract No. _____
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Other _____



CITY OF LAS VEGAS

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



POLICE DEPARTMENT Chief Antonio Salazar

MONTHLY REPORT **June 2023**

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) dates from June 01 thru 30, 2023.

- a. 201 Traffic Citations
- b. 13 Animal Control calls for service by patrol
- c. 2 Non Traffic citations
- d. 53 Parking citations issued
- e. 56 Arrests made
- f. 21 Burglary calls 13 offense incident reports made
- g. 1,400 calls for service

II. Code Compliance for the Month of June 2023

- a. 145 Calls for service
- b. 105 Citations Issued
- c. 6 Red Tags issued
- d. 5 Abandoned Vehicle stickers posted
- e. 2 Cease and desist orders issued

III. Information Division (Records) numbers only reflect items processed from June 01 thru 30, 2023.

- a. 110 Offense Incident Reports closed
- b. 26 Traffic accident reports closed
- c. 325 Citations were entered
- d. 161 Customers attended
- e. 311 offense Incident and traffic accident reports scanned.
- f. 17 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- o Indexing 2013-2017 reports for destruction order 2023



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POLICE DEPARTMENT Chief Antonio Salazar

IV. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of June 01 thru 30, 2023.

Street Crimes Unit Cases:

- a. 14 Assigned Cases (investigated for follow-up)
- b. 1 Self Initiated
- c. 3 Arrest made
- d. 8 Search warrants
- e. 2 Cases Closed

Evidence Seized by Investigators

- a. 48 grams of Methamphetamine
- b. 10 Fentanyl pills

Meetings attended by Street Crimes Unit:

- District Court
- Magistrate Court
- Safe House Interviews
- MDT Meetings
- LEADS meeting

Evidence Seized by Agents/Investigations/Police Officers throughout the month of June 01 thru 30, 2023.

Evidence:

- a. 69 Evidence cases in
- b. 173 Evidence items turned in
- c. 42 cases at NMDPS lab
- d. 3 cases at NMRCFL
- e. 2 Firearms seized (patrol)
- f. 50 grams methamphetamine (patrol)
- g. 23 IPRA request CD-R/DVD-R
- h. .57 gram of marijuana
- i. 1 gram of heroin
- j. 17 pills of prescription pills



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POLICE DEPARTMENT Chief Antonio Salazar

- ❖ Detectives answered 39 calls for service during the month of June and worked a special operation (US Marshal) Felony warrant apprehension

V. Travel/Trainings for the month of June 01 thru 30, 2023.

Travel/Training attended:

- C. Marquez, E. Rael, G. Lozano, LEEDA Training ELI, June 5-9, 2023, Boulder, CO
- N. Salazar, J. Mares, Carbine/Rifle Course, June 5, 2023, LVPD, Las Vegas, NM
- D. Lautalo, AR15/M16 Armorer School, NMDPS, June 6-8, 2023, Santa Fe, NM
- N. Aragon, D. Adkins, C. Garcia, N. Marquez, P. Maes, E. Salazar, DWI Checkpoint Operation Training, LVPD Host, Jun 23, 2023, Las Vegas, NM
- J. Ellis, Street Crimes Tactical Training, June 26-28, 2023, Ruidoso, NM
- R. Tafoya, NMRCFL-Digital Video Retrieval Training, June 26-28, 2023, Albuquerque, NM
- D. Lautalo, Glock Armorer Course, June 27, 2023, Santa Fe, NM
- Eight (8) Information Only travels for the month of June 2023

VI. Recruiting/Events & Vacancies for the month of June 01 thru 30, 2023.

Recruiting:

Interviews Conducted for the month of June 2023:

- 1 Communication Specialist (full-time)
- 1 Community Service Aide (CSA)

Recommendation for hire for 1 full time non-certified Communication Specialist and 1 Community Service Aide were submitted to HR for approval on June 14, 2023



CITY OF LAS VEGAS

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POLICE DEPARTMENT Chief Antonio Salazar

Vacancies as of June 31, 2023:

- a. 2 Police Lieutenant (Field Ops)
- b. 1 Police Sergeant (Field Ops)
- c. 1 Police Sergeant (Investigations)
- d. 1 Investigator
- e. 1 Narcotics Agent Sergeant(supervisor)
- f. 1 Narcotics Agent
- g. 9 Police Officers
- h. 3 Communication Specialist (Dispatcher) full time
- i. 1 Communications Manager
- j. 1 Animal Control Officer
- k. 1 Information Specialist (Records clerk)
- l. 2 Community Service Aide
- m. 2 Part-time Animal Care Tech
- n. 1 Full-time Animal Care Tech

Total: 27 vacancies

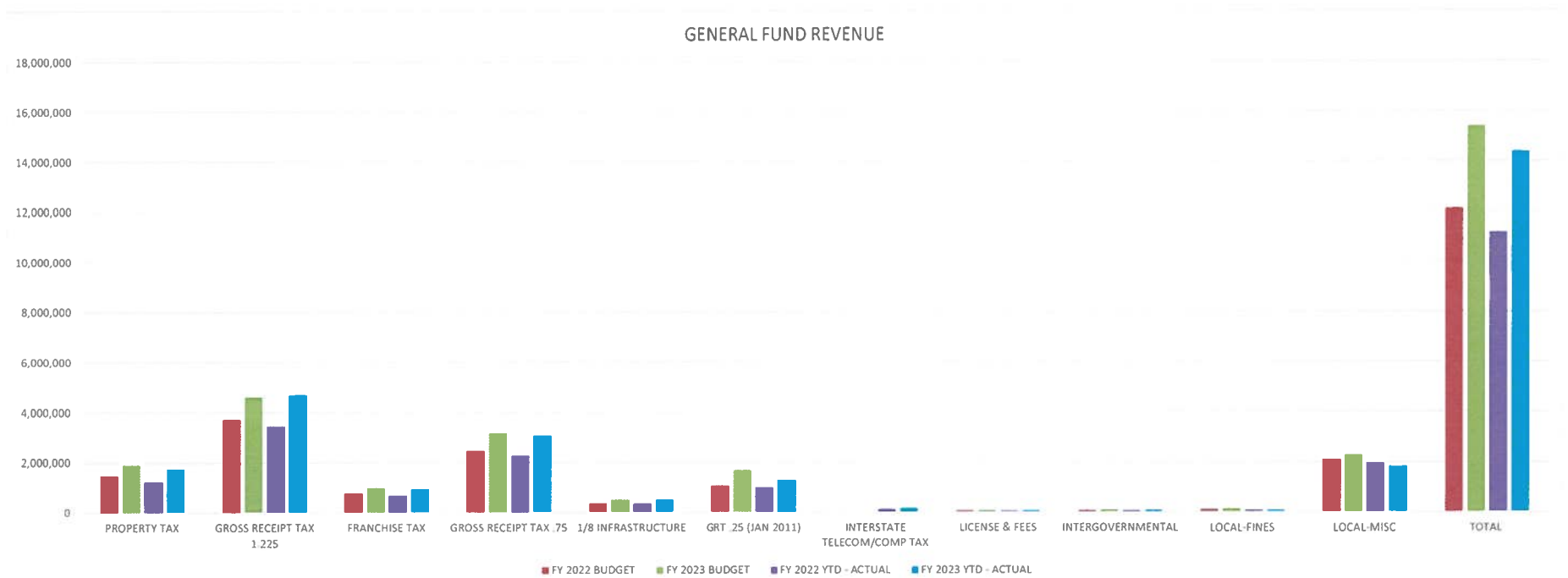
GENERAL FUND REVENUE COMPARISON
THRU JUNE 30, 2023 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2023

	<u>Total Budget to Actual Comparison</u>					G
	A	B	C	D	E	(E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2021 % REV
PROPERTY TAX	1,467,869	1,902,979	1,744,397	1,216,930	1,742,046	92%
GROSS RECEIPT TAX 1.225	3,696,700	4,602,302	4,218,777	3,432,510	4,696,888	102%
FRANCHISE TAX	750,000	972,317	891,291	669,165	916,552	94%
GROSS RECEIPT TAX .75	2,449,125	3,175,102	2,910,510	2,253,701	3,079,927	97%
1/8 INFRASTRUCTURE	372,000	482,269	442,080	359,585	486,954	101%
GRT .25 (JAN 2011)	1,060,000	1,698,315	1,556,789	978,467	1,296,251	76%
INTERSTATE TELECOM/COMP TAX	0	0	0	117,391	156,896	#DIV/0!
LICENSE & FEES	63,000	81,674	74,868	52,591	60,315	74%
INTERGOVERNMENTAL	71,500	92,694	84,970	65,639	83,180	90%
LOCAL-FINES	106,500	137,559	126,096	78,246	77,522	56%
LOCAL-MISC	2,074,580	2,261,547	2,073,085	1,929,697	1,791,197	79%
TOTAL	12,111,274	15,406,758	14,122,862	11,153,921	14,387,728	93%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

	<u>FISCAL YEAR 2023</u>						H
	<u>Total Budget to Actual Comparison</u>						(E/B)
	A	B	C	D	E	F	%
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	BDGT
JUDICIAL (4100)	343,535	353,638	353,638	247,697	266,412	87,226	75%
GOVERNING BODY (4210)	62,383	65,264	65,264	46,823	58,582	6,682	90%
MAYOR (4220)	171,068	87,975	87,975	49,902	12,860	75,115	15%
MANAGER (4230)	283,330	357,321	357,321	226,539	297,685	59,636	83%
MUNICIPAL CLERK (4300)	313,442	389,766	389,766	247,811	297,754	92,012	76%
CITY ATTORNEY (4400)	233,815	238,356	238,356	159,016	65,052	173,304	27%
PERSONNEL/HR (4500)	365,536	452,666	452,666	259,753	323,332	129,334	71%
FINANCE (4600)	645,125	636,982	636,982	459,728	525,083	111,899	82%
COMMUNITY DEV. (4700)	713,041	645,050	645,050	513,619	405,728	239,322	63%
POLICE (4800)	4,393,569	4,692,127	4,692,127	3,018,113	3,660,703	1,031,424	78%
CODE ENFORCEMENT (4810)	9,900	126,509	126,509	2,335	67,141	59,368	53%
ANIMAL SHELTER (4900)	262,440	474,167	474,167	138,357	365,995	108,172	77%
FIRE (5000)	1,580,346	1,727,799	1,727,799	1,260,668	1,502,283	225,516	87%
PUBLIC WORKS/AIRPORT (5100)	867,839	892,831	892,831	553,369	698,546	194,285	78%
PARKS (5110)	563,137	546,837	546,837	360,326	478,990	67,847	88%
LIBRARY (5200)	366,282	328,032	328,032	286,696	297,465	30,567	91%
MUSEUM (5300)	182,772	203,387	203,387	103,172	138,732	64,655	68%
GENERAL SERVICES (5400)	4,648,728	4,029,967	4,029,967	1,350,299	2,852,131	1,177,836	71%
TRANSFERS	917,352	1,099,309	1,099,309	764,263	1,099,309	0	100%
TOTAL	16,923,640	17,347,983	17,347,983	10,048,484	13,413,782	3,934,201	77%

Surplus to date 973,946



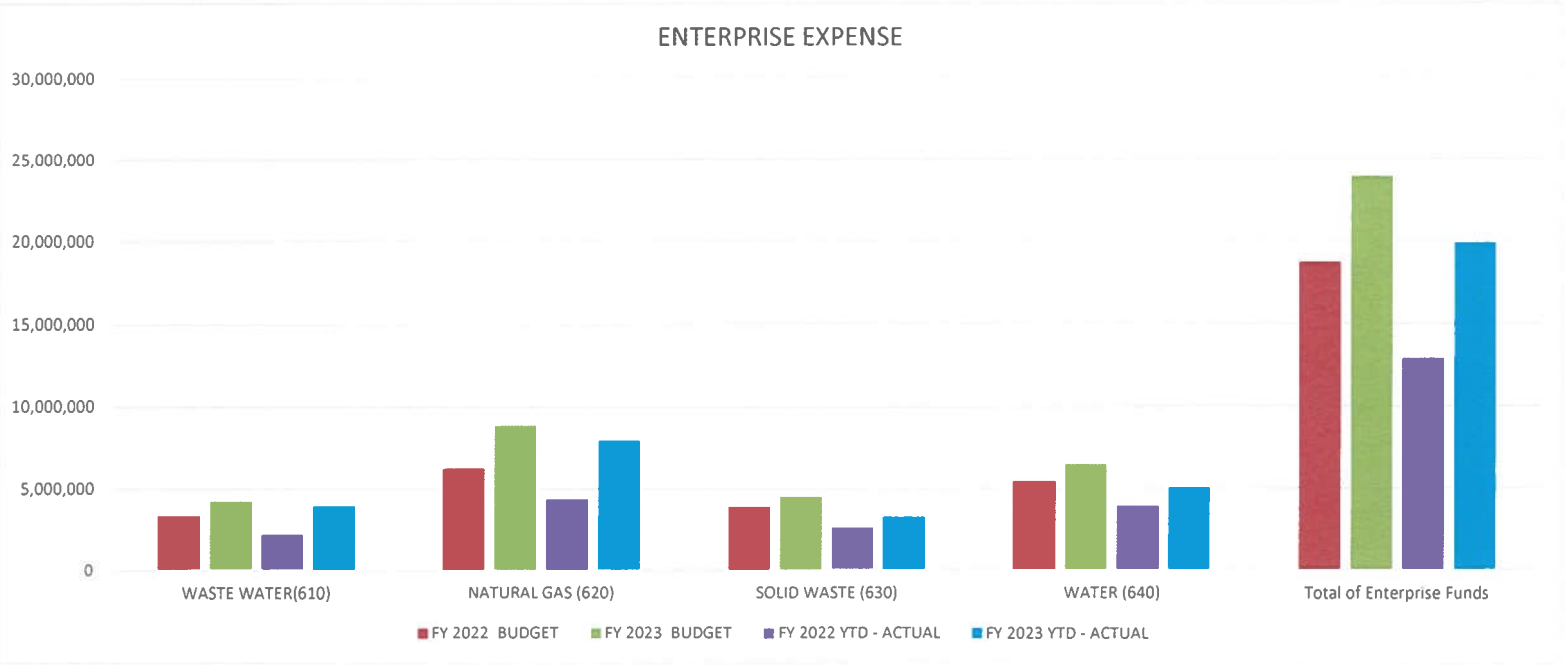
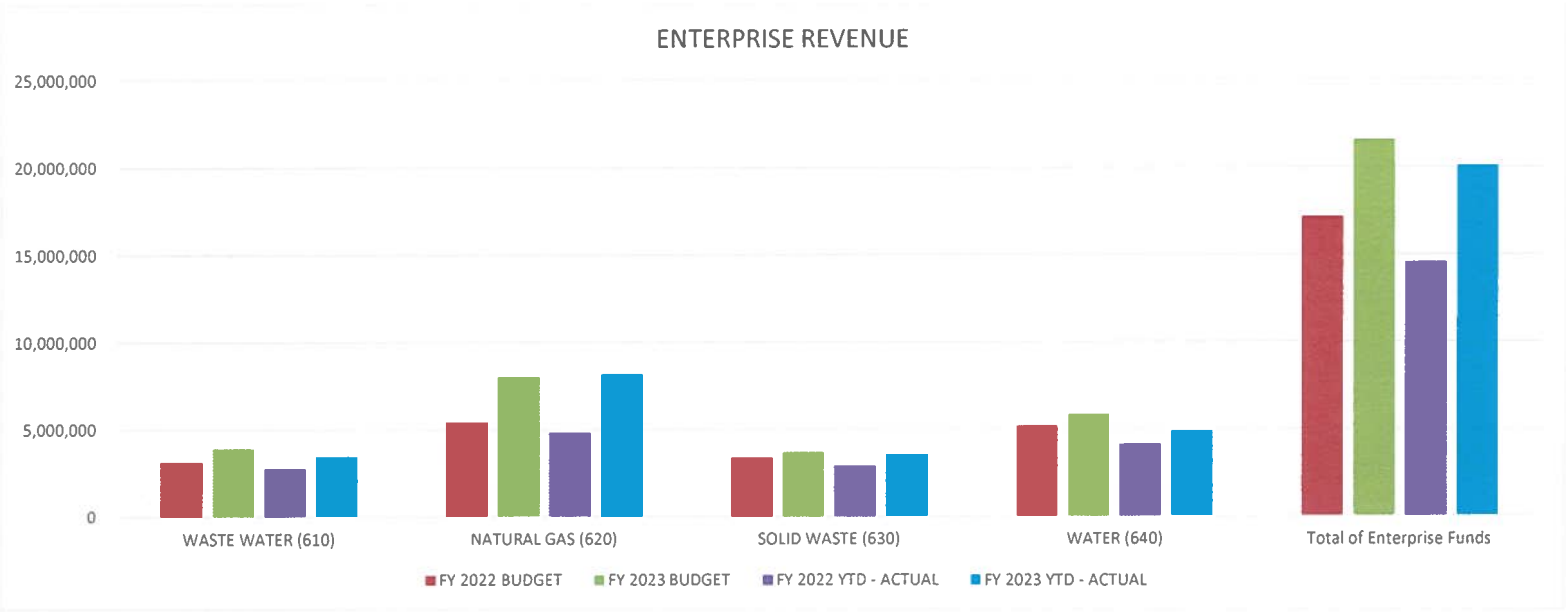
ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JUNE 30, 2023 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2023

<u>Total Budget to Actual Comparison</u>						G (E/B) % BUDGET
A	B	C	D	E		
FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL		
WASTE WATER (610)	3,141,800	3,921,800	3,594,983	2,756,158	3,456,977	88%
NATURAL GAS (620)	5,436,000	8,037,000	7,367,250	4,811,695	8,188,940	102%
SOLID WASTE (630)	3,405,400	3,705,400	3,396,617	2,899,799	3,568,018	96%
WATER (640)	5,176,220	5,884,220	5,393,868	4,096,714	4,896,266	83%
Total of Enterprise Funds	17,159,420	21,548,420	19,752,718	14,564,367	20,110,200	93%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JUNE 30, 2023 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2023

<u>Total Budget to Actual Comparison</u>							H (E/B) % BUDGET
A	B	C	D	E	F		
FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	VAR.	
WASTE WATER(610)	3,289,814	4,205,635	3,855,165	2,141,676	3,879,020	326,615	92%
NATURAL GAS (620)	6,203,037	8,815,688	8,081,047	4,306,291	7,860,228	955,460	89%
SOLID WASTE (630)	3,853,165	4,468,402	4,096,035	2,529,265	3,198,437	1,269,965	72%
WATER (640)	5,371,579	6,442,186	5,905,337	3,887,569	4,953,443	1,488,743	77%
Total of Enterprise Funds	18,717,595	23,931,911	21,937,585	12,864,801	19,891,128	4,040,783	83%

Surplus to Date 219,072



RECREATION DEPARTMENT-REVENUE COMPARISON
THRU JUNE 30, 2023 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	G (E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	120,000	120,000	40,755	77,218	64%
OPEN SWIM	10,000	15,000	15,000	0	1,363	9%
YABL/ADULT BASKETBALL	16,500	25,000	25,000	0	2,085	8%
SUMMER FUN PROGRAM	96,078	120,000	120,000	50,340	42,119	35%
RECREATION-OTHER	266,500	67,500	67,500	3,629	4,665	7%
GEN FUND TRANSFER	420,686	420,686	420,686	280,345	420,686	100%
TOTAL	924,764	768,186	768,186	375,068	548,136	71%

127,450

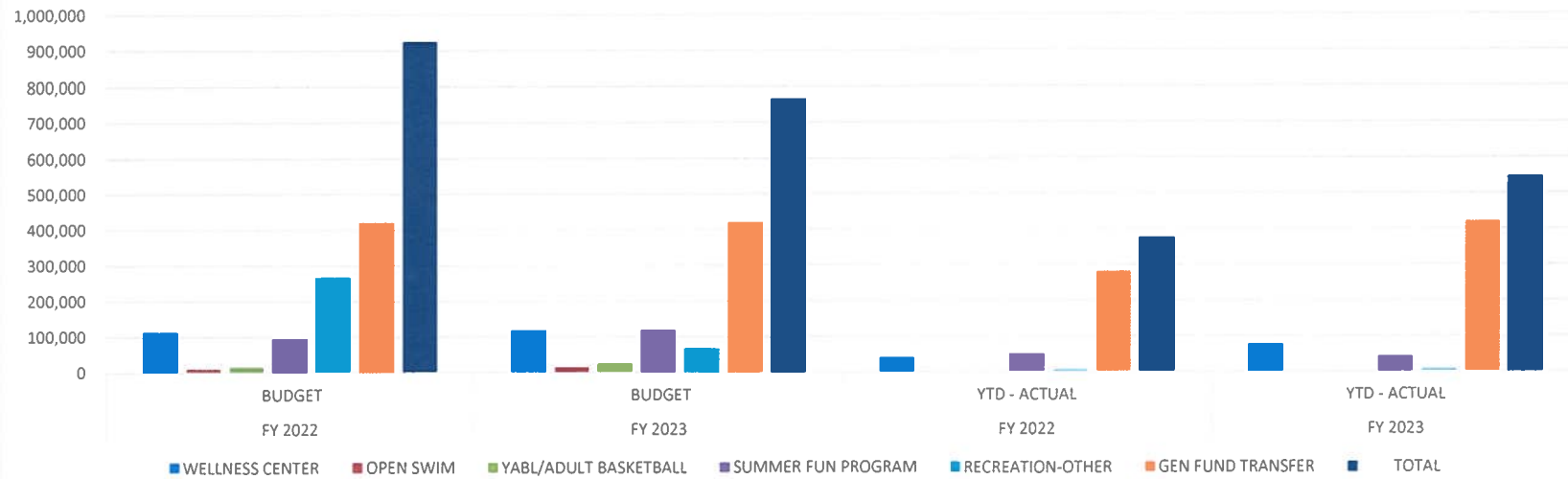
RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JUNE 30, 2023 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	
EMPLOYEE EXP.	556,903	654,420	654,420	259,991	351,475	302,945	54%
YABL/ADULT BASKETBALL	16,500	32,500	32,500	11,281	22,421	10,079	69%
OTHER OPERATING EXP.	140,428	231,500	231,500	79,152	141,405	90,095	61%
CAPITAL OUTLAY	6,000	0	0	0	0	0	#DIV/0!
TOTAL	719,831	918,420	918,420	350,423	515,301	403,119	56%

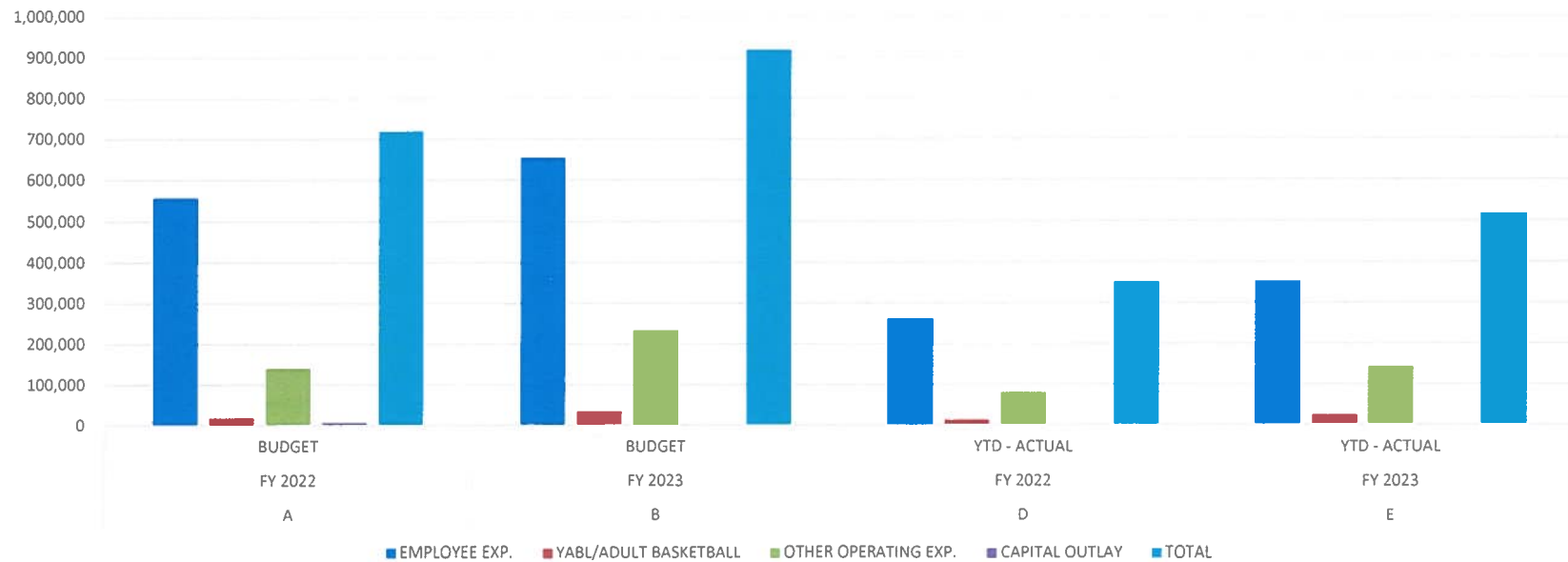
Surplus to date

32,835

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU JUNE 30, 2023 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2023

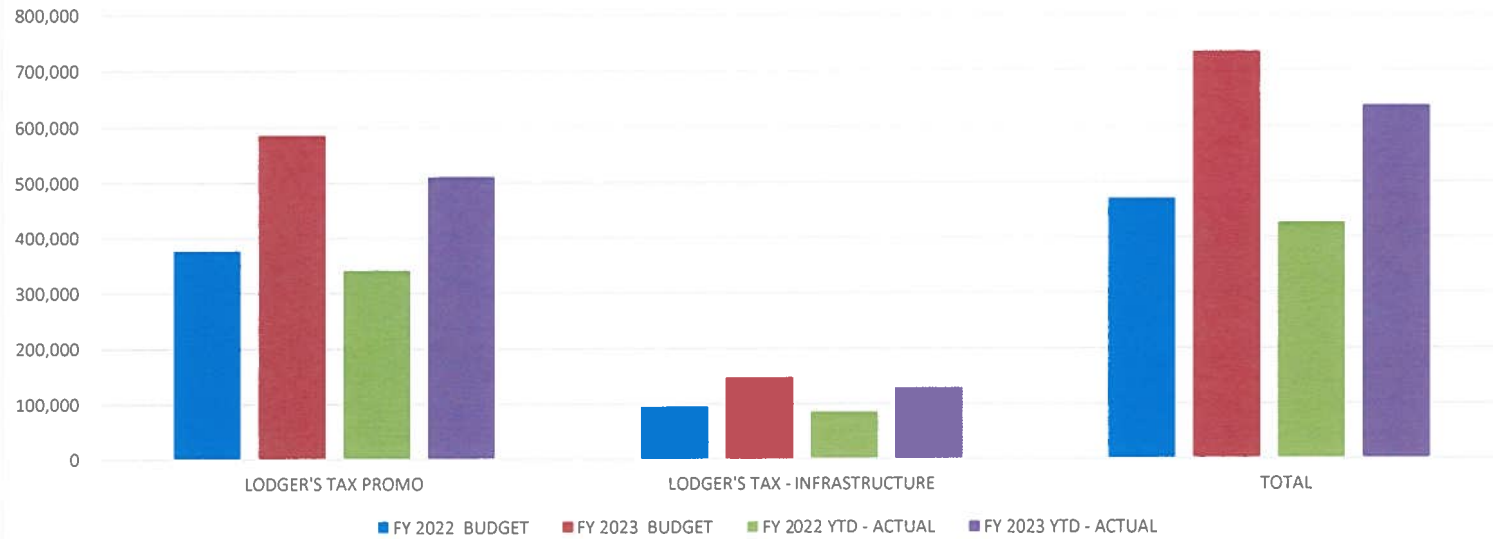
	A	B	C	D	E	G (E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	376,000	586,400	586,400	341,115	510,479	87%
LODGER'S TAX - INFRASTRUCTURE	94,000	146,600	146,600	85,279	127,620	87%
TOTAL	470,000	733,000	733,000	426,394	638,099	87%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU JUNE 30, 2023 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2023

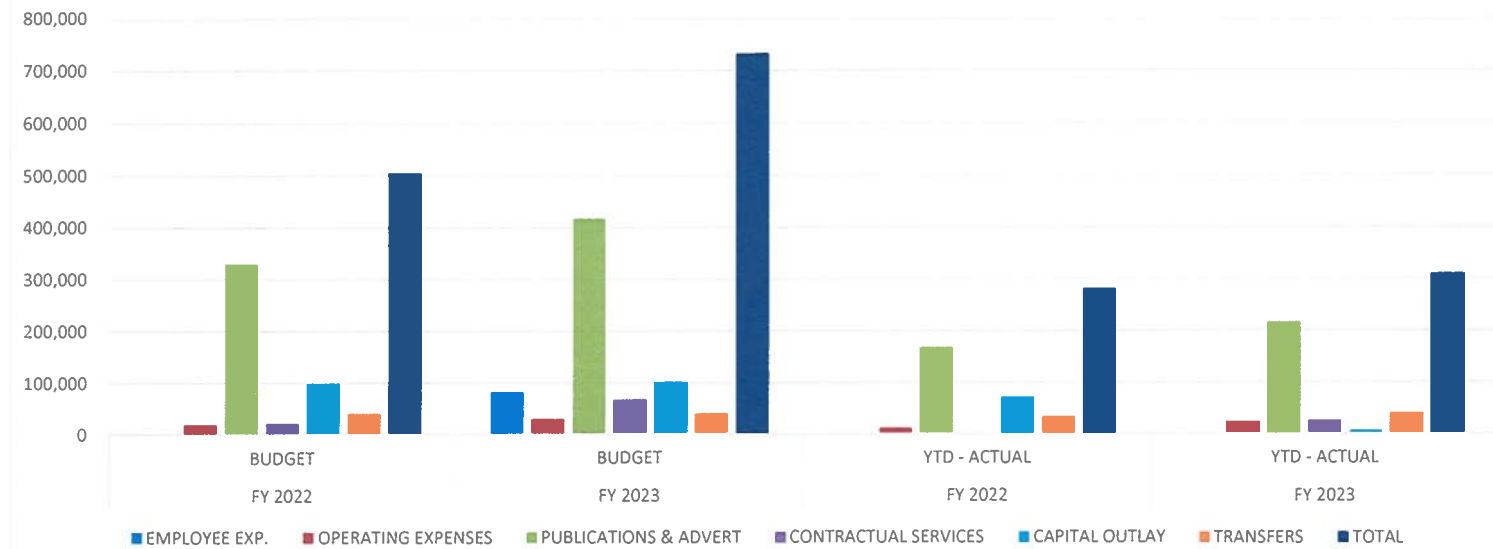
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	
EMPLOYEE EXP.	0	80,700	80,700	0	0	80,700	0%
OPERATING EXPENSES	18,000	29,000	29,000	11,812	23,250	5,750	80%
PUBLICATIONS & ADVERT	329,000	417,300	417,300	165,931	214,407	202,893	51%
CONTRACTUAL SERVICES	20,000	66,000	66,000	0	25,000	41,000	38%
CAPITAL OUTLAY	97,900	100,000	100,000	69,790	5,804	94,196	6%
TRANSFERS	40,000	40,000	40,000	33,320	40,000	0	100%
TOTAL	504,900	733,000	733,000	280,852	308,461	424,539	42%

Surplus to date 329,638

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



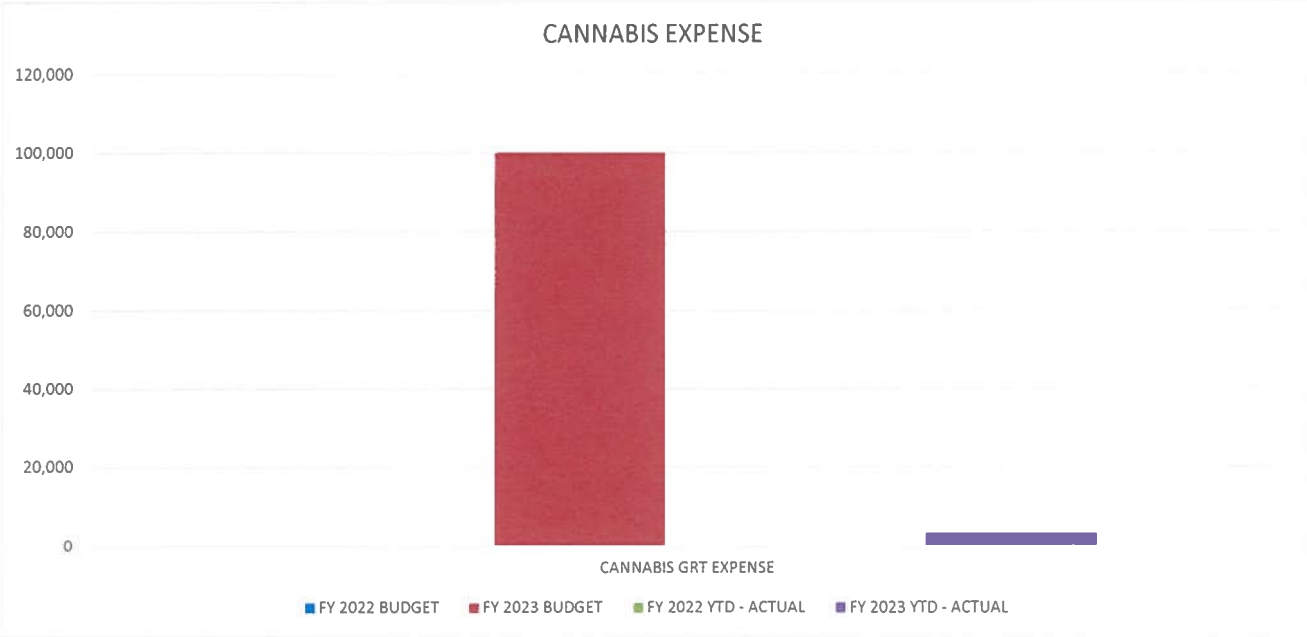
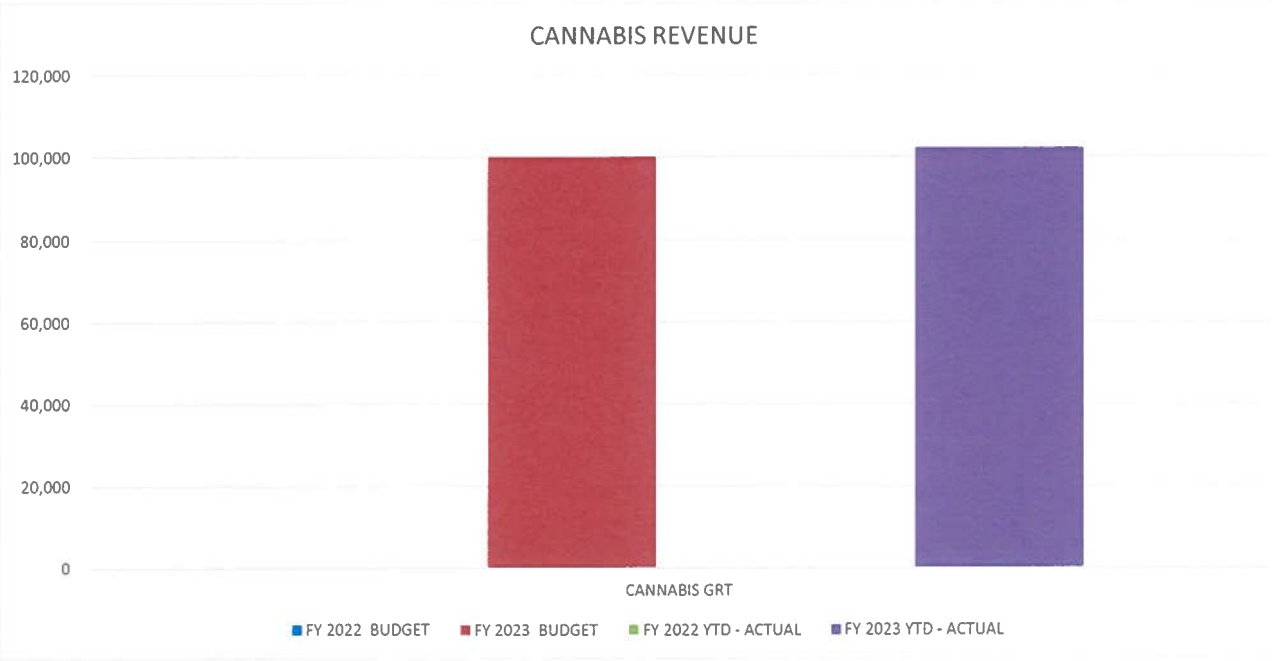
CANNABIS - REVENUE COMPARISON
THRU JUNE 30, 2023 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	G (E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	% REV
CANNABIS GRT	0	100,000	100,000	0	102,021	102%
TOTAL	0	100,000	100,000	0	102,021	102%

CANNABIS - EXPENDITURE COMPARISON
THRU JUNE 30, 2023 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	
CANNABIS GRT EXPENSE	0	100,000	100,000	0	3,061	96,939	3%
TOTAL	0	100,000	100,000	0	3,061	96,939	3%

Surplus to Date 98,960





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

Meeting Date: July 19, 2023

Date Submitted: 7/7/23

Department: Community Development

Item/Topic: MainStreet de Las Vegas' FY 2022-23 Fourth Quarter Report.

Fiscal Impact:

Attachments: MainStreet Report and Contract #3910-22

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

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director


City Manager

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

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

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

Main Street de Las Vegas Annual Report 2022-23 (Fourth Quarter Report)

- City Council Meeting
- July 12, 2023

Volunteers at the Main Street Trash Pick-Up
4/22/2023



Great Blocks in the Historic Railroad District

•Phase 1 of this \$2.2 million construction project, East Lincoln Avenue, is almost complete. Remaining streetscape of trees, plants, & street furniture will be included as a deliverable in MSLV's 2023-24 City Contract. Preparation for Phase 2 \$1.2 million, Railroad Avenue, is ongoing. The City Manager is working to get the contractor in place. The funds must be spent by 6/30/24.



Fourth Quarter Main Street de Las Vegas Economic Development Report

- 3 Building Renovations: \$175,000
- 2 Building Purchases: \$382,000
- Private Sector Grants: \$6,562
- Events: \$3,000 (2023 Gala table sales)
- Volunteer Hours: 114 hours



- Renovated mixed use building at Douglas & Railroad

**Community
Clean-ups
11/5/2022 &
4/21-22/2023**

MSLV held three trash pick-ups in the District: one on November 5th on Railroad Avenue and one on April 21st on the Riverwalk in conjunction with the Forestry School at Highlands University and one on April 22nd in the Railroad District.



EARTH DAY WEEKEND

PLEASE JOIN

MAINSTREET DE LAS VEGAS

&

THE FORESTRY SCHOOL AT

NMHU

FOR A

TRASH PICK-UP

FRIDAY, APRIL 21: THE RIVERWALK

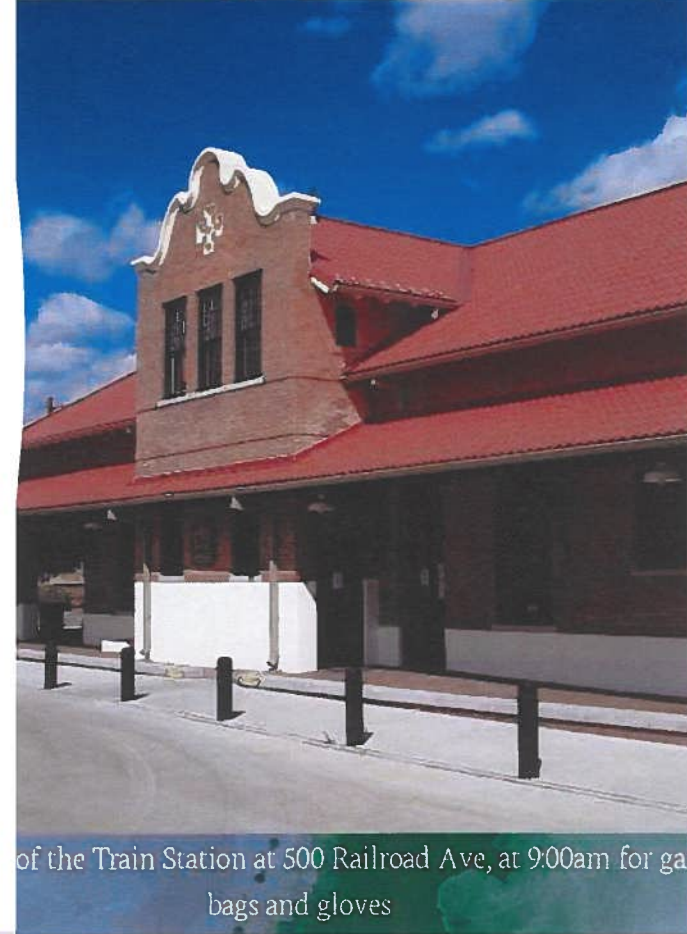
10:30am to 12:30pm (Bridge St Bridge)

SATURDAY, APRIL 22: RAILROAD AVE.

9:00 am to 11:00 am (Train Station)

For more information: 505.257.8770

Street de Las Vegas invites you too
Street Districts Trash Pick-Up
ay, November 5, 9:00am to 12:00pm



of the Train Station at 500 Railroad Ave, at 9:00am for gar
bags and gloves

Vistas de Las Vegas, a city-wide mural project funded by the National Endowment for the Arts, the Las Vegas New Mexico Community Foundation & the Los Alamos National Labs Foundation is ongoing. These are the first two of 4 murals, one in each City Council District, the selection panel for this project included Matt Probst, Mayor Louie Trujillo, Susie Tsyitee and artist Shereen Lobdell.

South Grand Avenue Mural: Pola Lopez (District 4)



Fire Station 1 Mural: Faith & Felix Gelvin (District 2)



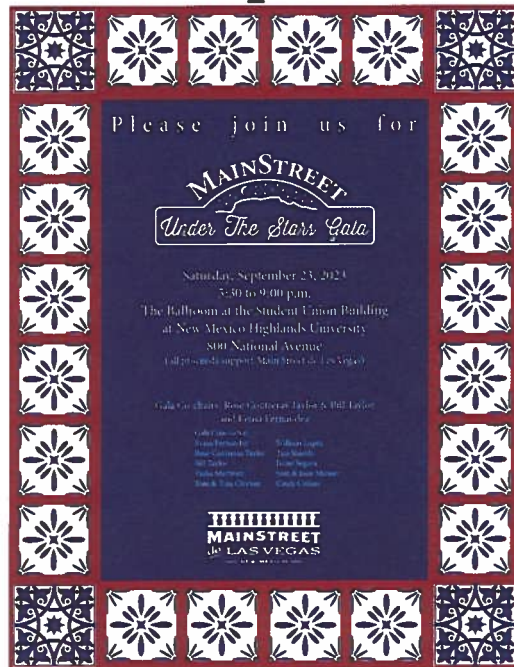
Holiday Events

•As requested by the City, MSLV assisted with community wide Holiday events within the MSLV District. Here MSLV Board Members Tina Clayton & Cindy Collins volunteer at Boofest-2022.



2022-23 Service Requests: MSLV may request services from New Mexico Main Street through submission of a Service Request Form to the NMMS Director.

Branding & Marketing-Robyne
Beaubien/NMMS Marketing
Specialist



Old City Hall-William
Powell/NMMS Architect



2022-23 Service Requests cont'd

**Auntie's Tiendita-William Powell-NMMS
Architect-Redesign front of restaurant**



**New Mexico Organizational Specialist Eduardo Martinez
came to discuss expanding the Main Street District with City
Council Member Michael Montoya & MSLV President Member
Reina Fernandez**





Annual Promotion Activities

MSLV participated in Small Business Saturday on 11/26/2022



Arts & Cultural District First Fridays (MSLV co-sponsored 10 First Fridays in 2022-23)

Promoting the exceptional art and history of New Mexico while assisting communities in developing their cultural and artistic resources to create dynamic and economically vibrant districts.




TREES TREES TREES
An exhibit presented by Collecting in Art featuring the work of: Alden Sanibwal, Dotti Peterson, Margaret Ray, Todd Christensen, Sandra Roper, Bob Bender, Mary Rose Hamilton, Tally Whitman, Elizabeth Whitwell, & Jane Chavez.
Travelers Cafe
BLL Plaza

CHARLIE'S STORY: TUSSENGEE & MORE
(a 30-minute documentary film)
Media Arts Studio Building
BLL San Francisco
6:00 pm

MEXICAN GOTHIC
New Arts & Photo Project
Sculpture Plaza October 27
Galeria on the Plaza
Galeria will be open until 6:00 pm

AMSTERDAM
Indigo Theater
140 Boulder Street
6:30 pm (collective admission)

FIRST FRIDAYS



Organized by the Las Vegas Arts and Cultural Districts & Main Street de Las Vegas

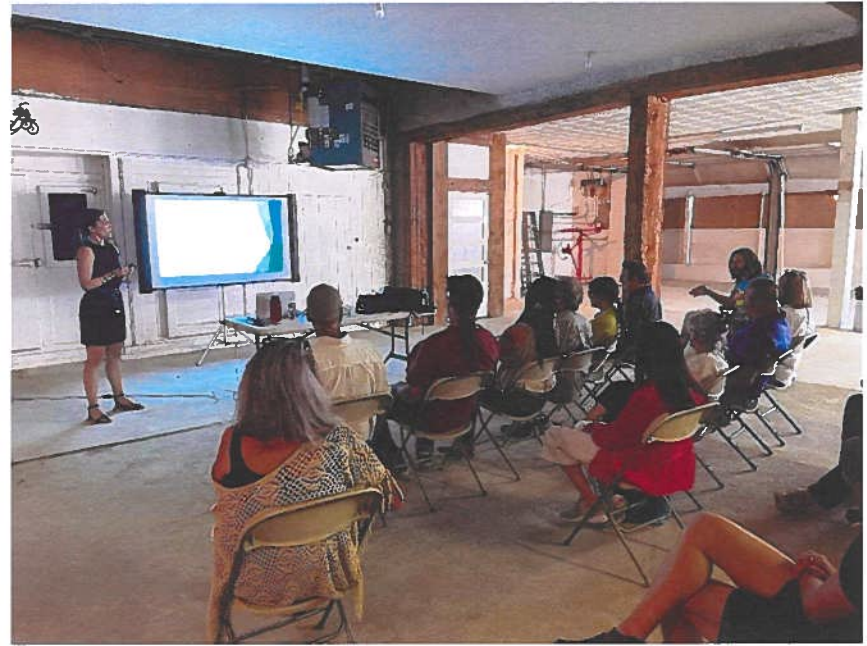
Friday October 7th

New Mexico Arts & Cultural Districts promote the exceptional art and history of New Mexico in unique communities that create dynamic and economically vibrant districts. The districts represent the breadth of New Mexico's cultural heritage, celebrate historic buildings, traditional and contemporary art forms and offer a variety of opportunities in the visual and performing arts, as well as agriculture and experiential offerings.

Two Community Forums: MSLV regularly presents community forums about issues affecting the MSLV District and the Las Vegas community

Community Forum with NMMS Revitalization Specialist Amy Barnhart-Adding South Pacific to Main Street District Community Forum, at Ludi's Market Bldg. (6/29/2023)

Community Forum with Las Vegas Entrepreneurs (12/6/2022), upstairs at the Train Station



MSLV worked with the City to install wayfinding signage throughout the MSLV District. This project was initiated by MSLV in 2016 and was funded through two grants from the City's Lodger's Tax.



**MSLV & the City of Las Vegas were awarded an additional \$1.2 million to finish the Great Blocks Project in the Historic Railroad District. Governor Lujan Grisham came to Las Vegas to announce this award.
(total awarded:\$2.2 million)**



RECOVERY MONTH EVENT

WHEN

September 17, 2022

9am - 2pm

WHERE

Community Garden

**Corner of Railroad & Douglas Ave. Las Vegas, NM
(Across from Hays Plumbing)**



PRECONTEMPLATION

CONTEMPLATION

PRECONTEMPLATION

Both awareness for my need to change

CONTEMPLATION



SPONSORS

- 4th Judicial A Treatment Co
- 4th Judicial N DWI/Adult Tr
- City of Las Ve



More Events in the Las Vegas community Garden

The Las Vegas Memory Wall was installed in the Art Park side in June/2023.



City workers helped us clean the garden area.



Las Vegas to host Housing Summit

Building on the success of the Albuquerque and [Española](#) housing summits hosted in fall of 2022 and the spring of 2023, the Urban Land Institute (ULI) of New Mexico is working with Main Street de Las Vegas and the City of Las Vegas on how to address the housing shortage in our community. Las Vegas & ULI are hosting a Housing Summit here on Wednesday, September 13th. ULI will handle the logistics and fund the expenses related to this project. The major outcome will be a housing needs assessment which will help the City figure out how to deal with this issue.

A poster for the Española Housing Summit. The top section is dark blue with the ULI New Mexico logo and the text 'New Mexico Presents'. Below this, the title 'ESPAÑOLA HOUSING SUMMIT' is displayed in large, stylized letters, with 'HOUSING' in yellow and 'ESPAÑOLA' and 'SUMMIT' in white. To the right of the text is a stylized illustration of a building facade with a blue door and windows. The bottom section is a solid tan color, containing the event details: 'Friday, April 21', '10 am – 2 pm', 'The Delta Event Center', and '233 N. Paseo de Oñate, Española'. In the bottom right corner, there is a green box with the text 'Sponsored by' and the logo for the Ventana Fund, which features a stylized building and the text 'VENTANA FUND' and 'New Mexico'.

Agreement / Contract
NO. 3910-22
City of Las Vegas
Date

Professional Services Contract

Between the City of Las Vegas, New Mexico
And
MainStreet de Las Vegas

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this 1st day of July, 2022.

RECITALS

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District; and

WHEREAS, the City commits financial support through June 30, 2023, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Five Thousand Dollars (\$35,000.00). Thirty Thousand dollars (\$30,000) is payable for the Scope of Work (**Exhibit A**), and \$5,000 is paid in the form of in-kind services for the use of an office space, to be paid to the Contractor under the terms and conditions of this Contract; and

WHEREAS, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and Contractor shall perform the scope of work as attached as **Exhibit A** to this contract.

1. Term. This Contract shall be effective from the date it is fully executed through June 30, 2023, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2023.
3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:

- A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Five Thousand Dollars (\$35,000).
- B. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY23:
- Grantwriting/application support for jointly-funded proposals (capital outlay, etc.)
 - Staff time to support revitalization efforts such as assisting with district clean-up
 - activities, physical improvement projects, events, etc.
 - Equipment and supplies, if available and appropriate
 - Continued use of City facilities for meetings
- C. Method of Payment: The City shall pay Contractor in four (4) equal installments of \$7,500 on a quarterly basis of each fiscal year. The City shall provide the initial payment with the execution of the contract commencing on July 1, 2022. Thereafter, the Contractor shall provide quarterly reports, to be reviewed by the City Council prior to the subsequent quarterly payments. The quarterly reports shall provide detailed progress reports on the Scope of Work to include percent completion of each task. The quarterly reports shall also indicate if an item in the scope of work will not be completed and why and if an alternative is proposed. City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.
- D. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.
- E. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.
4. Termination.
- A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:
- i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working

- days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
- ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.
- B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.
- C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.
5. Contractor Independent from City. Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.
6. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.
7. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Contract, unless specified herein or with the prior written approval by the City.
8. 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 this Contract without the prior written approval of the City.

9. Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts taxes on all monies paid to him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

10. Business Insurance Requirements.

A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement, in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.

C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.

D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

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

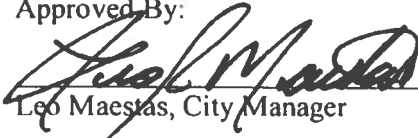
12. Indemnification. Contractor agrees to indemnify, defend and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.
13. Release. Contractor agrees that upon final payment of the amount due under this Contract, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.
14. Non Agency. Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.
16. Conflict of Interest. Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.
17. Non Discrimination. Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
18. Scope of Agreement, Amendment and Severability. This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.

19. **Applicable law.** This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.
20. **Penalties for violation of law.** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
21. **Conformance to Laws.** The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended, imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.
22. **Work Product.** All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13- 1- 123(b), NMSA (1978) as amended shall apply. Further, Contractor shall not apply for, in its name or otherwise, any copyright, patent or other property right or exclusive right relating to the City's work product.
23. **New Mexico Tort Claims Act.** Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.
24. **Third Party Beneficiaries.** By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.
25. **Copy Effective as Original.** A copy of this Contract shall have the same force and effect as the original.
26. **Notices.** All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-

delivered to the street address of the receiving party set forth below;(ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

CITY OF LAS VEGAS

Approved By:


Leo Maestas, City Manager


Date: 9/21/22

Attest:


Casandra Fresquez, City Clerk

CONTRACTOR:

DocuSigned by:


Reina Fernandez, President
MainStreet de Las Vegas

Date: September 22, 2022 | 11:57 AM MDT

Approved as to legal sufficiency only


Scott Aaron, City Attorney



EXHIBIT A

Scope of Services: Activities Reflecting Use of City Funds

A. Core Services coordinated by New Mexico Main Street

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (MainStreet de Las Vegas), the City of Las Vegas and the New Mexico MainStreet (NMMS) program, the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the historic Las Vegas business district in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body including:

1. Maintain a legally-compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the NMMS guidelines and objectives.
2. Work closely with the City's elected officials and professional staff, and all appropriate organizations, individuals, and entities to augment the work of MainStreet's staff and board to bring projects to completion and meet common goals.
3. Develop annual work plans in coordination with City that prioritize revitalization projects in the Las Vegas MainStreet district under the board-adopted Economic Transformation Strategies (Section B, below) created with the support of New Mexico MainStreet.
4. Implement a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the MainStreet de Las Vegas (MSLV) program to engage the public-private partnerships with City government and the New Mexico MainStreet program.
5. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Las Vegas MainStreet program and also to help coordinate revitalization projects in the historic commercial district.
6. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the NMMS program to maintain status as a MainStreet America Accredited Program.
7. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.
8. Prepare and deliver quarterly summary reports to be submitted with invoices and four (4) quarterly presentations to the City Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district reinvestment

statistics/impact measures. Participate in planning/coordination meetings City Manager, Community Development Director and other key City staff as needed.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1: Advocate for, advance and implement physical improvements throughout the district to catalyze property redevelopment, building rehabilitations and placemaking projects that stimulate tourism, pedestrianism, and business recruitment/retention.

Tasks to be completed in FY2022-23:

1. Coordinate with the City to develop/implement public infrastructure or other special projects that align with MainStreet's strategies.
 - Provide assistance to the City of Las Vegas to complete for all phases of the Great Blocks Project in the Historic Railroad District.
 - Ensure that a MSLV representative is available and attends all Monday construction meetings.
 - Provide construction mitigation support via outreach, communications and updates to the residents and businesses
 - If required by NMMS, provide monthly expenditure reports related to the project.
 - MSLV and the City are partners in this project and MSLV will attend meetings related to this project.
1. Utilize NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the MSLV district and serve as an information clearing house for this type of information in the community. MSLV shall include reports with this information to the City with the 2nd and 4th Quarter reports.
2. Organize community cleanup efforts in the Main Street District.
 - Plan and coordinate two district cleanups, one in 2022 and one in 2023
 - Coordinate volunteer teams for project implementation.
 - Invite all City Councilors to the district cleanups
 - Provide attendance record and photos from each cleanup to City Council.
1. Continue partnership with the City of Las Vegas, the Las Vegas Arts Council, and Highlands University to help coordinate Vista de Las Vegas, a citywide mural project where artists will be selected to create a mural in each of the four City Council Districts.
 - Continue to assist with fundraising for Vista de Las Vegas (\$19,000 has been raised to date).
 - Prior to the end of 2022 coordinate meetings with the LVAC and City Council Members to select a site in their district. Two sites must be within the MSLV District. (2022)
 - Work with LVAC to create a process to engage the artists, create a timeline and application and then select a panel to choose the artists. To be completed by March of 2023.

- A total of two murals will be completed by June 30, 2023. And the remaining two murals will be completed by the end of 2023.
- 1. Submit no less than four (4) service requests to the NMMS program in FY 2022-23, to connect technical assistance to support the economic revitalization of the district, or to strengthen organizational capacity to achieve core goals of MSLV.

Real Estate and revitalization expert Rhea Serna is being contracted to come back and meet with City officials to discuss how to create a real estate assessment for the City of Las Vegas, land banks and affordable housing. (2022)

NMMS Marketing and Social Media Specialist Robyne Beaubien has been contracted to update MSLV' organizational marketing and branding. As part of this process, MSLV will present the new information to City Council to request Council's input when this project is a little further developed. (2022)

MSLV shall invite all City Councilors and provide an attendance record and summary of the events to the City.

The remaining 2 service request topics are to be determined jointly with the City of Las Vegas and will be planned for 2023.

1. Explore the Expansion of the Main Street District in Las Vegas.

Work with New Mexico Main Street to investigate the feasibility and logistics of enlarging the Main Street District to the South Pacific corridor. Provide the City with a report that summarizes the feasibility and the steps necessary to accomplish this. This report shall be provided to the Council at the 3rd quarter update.

Prior to the end of 2022, MSLV shall seek assistance from New Mexico Main Street to work with MSLV and the City to hold a study session to discuss possible expansion of the District into Ward 2. All Councilors and the public will be invited to the study session.

2. As requested by the City, assist with community wide Holiday events within the MSLV district such as Boo Fest, Christmas Parade and Tree Lighting, Easter Egg Hunt etc.

Transformation Strategy #2: Create a focused, deliberate path to continue to revitalize and strengthen Las Vegas' downtown and commercial district's economy. Facilitate a sustainable, diverse economy that meets the needs of locals and visitors. Encourage a strong, diversified entrepreneurial environment where existing businesses and startups can thrive. Support an appropriate business mix in the district.

Tasks to be completed in FY 2022-23:

1. Coordinate 2 community workshops that highlight Main Street's 4 points approach: Economic Vitality, Design, Organization, and Promotion:
The first of these workshops will be titled, "Entrepreneurs Talk: Defining our Vision & Strategy". (2022)
The second workshop topic is to be determined jointly with the City of Las Vegas and will be planned for 2023.
City Council and the Mayor as well as appropriate City staff will be invited to each workshop. MSLV shall provide an attendance record and summary of the events to the

City.

1. **Implement communications or promotions activities annually that bring people to the Main Street District businesses.**

Market and promote Small Business Saturday held on November 26, 2022 with posters, email blasts, coupons and a list and map of participating stores to be published and available to the public. Provide participating stores with marketing material to be displayed in their windows.

Organize one First Friday event each month with galleries and creative businesses in the Main Street District through the end of 2022. If successful, these events will continue into 2023 with a break in January. Document each event with a sign in sheet and photos.



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

Meeting Date: July 19, 2023

Date Submitted: 07/07/2023

Department: Water Treatment Division

Item Topic: Award request for proposal #2023-24 for the Water Treatment Plant System Planning, Design, and Construction Phase Engineering Services to HDR, Bohannon Huston, & Molzen-Corbin & Associates.

Advertised: 06/16/2023; Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 06/27/2023

Number of Proposer: 3 – HDR
Bohannon Huston
Molzen-Corbin & Associates

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

Attachments: Proposal opening form, Proposal scoring matrix, Original proposal, and proposals received.

Committee Recommendation: This item will be discussed at the July 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved for submittal by:

Department Director

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
RFP/BID/OPENING

DATE: 27-Jun-2023

OPENING NO.: 2023-24

TIME: 2:00 PM

DEPARTMENT: WATER TREATMENT PLANT

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

ITEM(S): WATER TREATMENT PLANT FACILITY PLANNING
DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES

Engineering

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Behannan Huston				✓	✓
2 HDR				✓	✓
3 Molzen Corbin				✓	✓
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 [Signature]	CLV Purchasing
2 [Signature]	CLV INVENTORY
3 Damien Maestas	Utilities Admin
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

DATE: 6-27-23

OPENED BY: FINANCE DEPARTMENT

DATE: 6-27-2023

COPIES TAKEN BY DEPT:

Damien J Maestas
DATE: 6-27-2023

SCORING MATRIX
RFP 2023-24 Water Treatment Plant Planning, Design, and Construction
Phase Engineering Services

	Bohannon Huston	HDR	Molzen-Corbin		
1. Specialized Services as defined in the Scope of Work 30 points	Evaluator #1---28 Evaluator #2---28 Evaluator #3---28 Evaluator #4---28 Evaluator #5---28	Evaluator #1---29 Evaluator #2---29 Evaluator #3---28 Evaluator #4---29 Evaluator #5---29	Evaluator #1---29 Evaluator #2---28 Evaluator #3---29 Evaluator #4---28 Evaluator #5---27	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
2. Capacity and Capability 15 points	Evaluator #1---14 Evaluator #2---14 Evaluator #3---13 Evaluator #4---14 Evaluator #5---14	Evaluator #1---14 Evaluator #2---15 Evaluator #3---14 Evaluator #4---13 Evaluator #5---14	Evaluator #1---14 Evaluator #2---15 Evaluator #3---14 Evaluator #4---15 Evaluator #5---13	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
3. Past Record and Performance 15 Points	Evaluator #1---13 Evaluator #2---13 Evaluator #3---13 Evaluator #4---13 Evaluator #5---13	Evaluator #1---14 Evaluator #2---14 Evaluator #3---14 Evaluator #4---13 Evaluator #5---14	Evaluator #1---13 Evaluator #2---13 Evaluator #3---13 Evaluator #4---12 Evaluator #5---12	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
4. Familiarity with City of Las Vegas and related services 20 Points	Evaluator #1---18 Evaluator #2---18 Evaluator #3---17 Evaluator #4---17 Evaluator #5---18	Evaluator #1---19 Evaluator #2---18 Evaluator #3---18 Evaluator #4---18 Evaluator #5---19	Evaluator #1---18 Evaluator #2---19 Evaluator #3---19 Evaluator #4---19 Evaluator #5---18	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	Evaluator #1---7 Evaluator #2---7 Evaluator #3---7 Evaluator #4---7 Evaluator #5---7	Evaluator #1---6 Evaluator #2---6 Evaluator #3---6 Evaluator #4---6 Evaluator #5---6	Evaluator #1---7 Evaluator #2---7 Evaluator #3---7 Evaluator #4---7 Evaluator #5---7	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
6. Resident/Veterans Preference 10 Points	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
Totals	422	430	428		
	Evaluator #1---85 Evaluator #2---85 Evaluator #3---83 Evaluator #4---84 Evaluator #5---85	Evaluator #1---87 Evaluator #2---87 Evaluator #3---85 Evaluator #4---84 Evaluator #5---87	Evaluator #1---86 Evaluator #2---87 Evaluator #3---87 Evaluator #4---86 Evaluator #5---82	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
	84%	86%	85%		

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, June 27, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

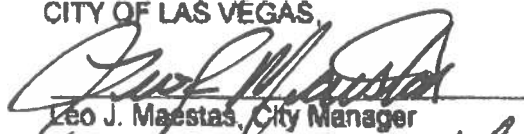
WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES

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: WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES Opening No. 2023-24; 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.

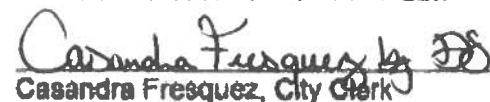
The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,


Leo J. Maestas, City Manager


Randal D. Van Vleet

New Mexico Local Government Law


Casandra Fresquez, City Clerk


Tasha Martinez, Finance Director


Helen Vigil, Purchasing Officer

Opening No. 2023-24

Date Issued 6/8/2023

Published Las Vegas Optic

June 16, 2023

Albuquerque Journal

June 16, 2023

www.lasvegasnm.gov

June 16, 2023

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND CONSTRUCTION
PHASE ENGINEERING 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 _____ }

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: June 27, 2023; 2:00 (pm) at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for TBD, 2023. The successful offeror will be notified by mail.

ENVELOPES:

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

COPIES:

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

LABELS:

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

BRIBERY AND KICK-BACK:

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

RESPONSIBILITY OF OFFEROR:

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

NON-COLLUSION:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

SPECIAL NOTICE:

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

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

NEGOTIATION:

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

CONTRACT:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

The City of Las Vegas, New Mexico is requesting proposals for Professional Engineering Services for City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

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

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

1. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
2. Facilitate meetings with City staff as needed to develop the planning & design of projects as requested by the City Utility Director or designee.
3. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
4. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
5. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
6. Provide technical assistance completing environmental reviews.
7. Provide assistance completing applications and obtain funding as needed.
8. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
9. Provide technical assistance on various City projects being performed in-house as required and directed.
10. Provide assessments and reports related to water treatment operations and maintenance as requested.
11. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
12. Provide construction phase engineering services.
13. Provide review of, assessment and approval of submittals and invoices.
14. Additional services as may be specifically requested by the City of Las Vegas.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked "**WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING 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 one original (1) and five (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 - 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 - 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

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

6.2.3 PREQUALIFICATION PROCESS

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

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

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

6.2.5 REJECTION OF SUBMITTED PROPOSALS

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

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

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

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

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

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

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

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable

2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
 - c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). 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 that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror or 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, 505.454.1401

EVALUATION SHEET

Offerors:

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

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

June 27, 2023

City of Las Vegas City Clerk's Office
1700 N Grand Avenue
Las Vegas, New Mexico 87701

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Re: [Water Treatment Plant Facility Planning, Design, and Construction Phase Engineering Services | Opening No 2023-24](#)

To Members of the Selection Committee:

The Water Treatment Plant (WTP) infrastructure improvements are critical to the City of Las Vegas. Bohannon Huston, Inc., (BHI) was fortunate enough to be selected for the last contract and assist the City with identifying what improvements are needed. Of course, the City is aware of how critical this facility is and understands the concerns of working to operate and maintain these facilities, including the clear well hi-speed pumps and motors, Clarifier Sludge removal system, Sand Filter process expansion and improvements, Water System SCADA improvements, and overall Water Plant optimization. BHI is eager to start work under this next contract with the City to continue to build these improvements so Las Vegas residents can rely on the WTP for many years to come. In the following proposal, we demonstrate BHI is the right team for the City based on our:

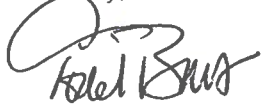
Recent City of Las Vegas Experience: BHI's recent work with the City of Las Vegas includes the WTP Pre-Treatment Facility Cover Evaluation, Colmor Pressure Regulator Station, SCADA Design projects, Evaluation of Effluent Pumps, Evaluation of Flocculation Clarifier Sludge Removal System, Prior Peterson Dam Crest Improvements, Surface Water Facility SCADA Analysis, and the Gas Transmission Study. Having been an engineering consultant for the previous WTP on-call for the City, we offer an unmatched familiarity with your facilities and what needs to be worked on next; we are ready to roll up our sleeves and get to work on this contract!

Services from Concept Through Completion: As you already know, BHI takes an active role in projects from planning through design and construction, fostering a "whole project" view of our work. We know the life of a project extends far beyond when plans are completed. Our construction experience plays a key role in our design work, providing a good perspective to the team on how design decisions impact construction. Once the project is under construction, our experience plays a critical part in ensuring a client-approved design intent is adhered to in the final construction project.

Specialized Services: BHI's vast experience with these types of projects has shown having field inspections conducted during the initial planning phase provides benefits during the design phase and aides in the prioritization of the projects. This information is essential to understanding the remaining life of each facility prioritizing the next improvement. Our teams are always ready to put boots on the ground locally to conduct these inspections. This also benefits the operators and maintenance staff as well because they can trust the team they see working to help solve problems whenever needed.

We look forward to continuing to work with you to improve the WTP in Las Vegas. We will, as always, commit the right resources and expertise to maintain positive project progress and to continue seeing this work through completion. If you have any questions about our proposal, please contact either of us directly.

Sincerely,



Todd Burt, PE
Principal-in-Charge
tburt@bhinc.com | 505.823.1000



Donzil Worthington
On-Call Manager
dworthington@bhinc.com | 505.823.1000

Section A. Offeror's Identification

OFFEROR INFORMATION

OFFEROR: Bohannon Huston, Inc.AUTHORIZED AGENT: Todd Burt, PEADDRESS: 7500 Jefferson Street NE | Albuquerque NM 87109TELEPHONE NUMBER (505) 823.1000FAX NUMBER (505) 798.7988DELIVERY: 7500 Jefferson Street NE | Albuquerque NM 87109STATE PURCHASING RESIDENT CERTIFICATION NO.: L1058291376NEW MEXICO CONTRACTORS LICENSE NO.: n/a

SERVICE (S): WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING 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, Todd Burt 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 21st day of JUNE, 2023.

(SEAL)

 STATE OF NEW MEXICO
 NOTARY PUBLIC
 CLAIRE BLUETT

Commission Number 1118227

My Commission Expires October 26, 2024


 Notary Public Signature
My Commission Expires: 10/26/24

Introduction

Designing the future of New Mexico since 1959, Bohannon Huston, Inc., (BHI) is a *New Mexico Resident Business* (Certificate #L1058291376) and a *locally founded for-profit corporation* that has become a regionally recognized service provider. We take pride in working with clients to visualize projects, optimize resources, and realize the best solutions. We serve both public and private clients and specialize in the fields of Engineering, Spatial Data, and Advanced Technologies. Currently, we are more than 240 employees strong with our main office located in Albuquerque and branch offices in Las Cruces and Denver.

BHI is proud to have been selected by the City of Las Vegas to provide other on-call engineering services over the years. Our Albuquerque office is a quick drive to Las Vegas, which provides the City with rapid access to our team of water resource experts.

Subconsultants

Geo-Test is a local firm offering geotechnical engineering services and materials testing. The firm's principals each have over 40 years of experience and wide-ranging geotechnical engineering expertise.

Pathfinder Environmental is an environmental compliance consulting firm based in Santa Fe. Pathfinder conducts biological surveys and prepares the associated reports necessary for this type of work.

Architects Studio has focused on providing commercial architectural services throughout the state and for clients located in the Southwest US. The firm has experience working with BHI on small structures involved with wastewater treatment facilities.

Federal Tax ID Number: 85-0202170

NM Tax ID Number: 01-503914-005



Staff Responsibilities and Lines of Authority

The City of Las Vegas can count on the BHI team to assist with professional engineering services from concept to completion. We have organized a strong project team that will keep your infrastructure in focus. Under the direction of Todd Burt as Principal-in-Charge and Donzil Worthington as the on-call manager, our team will be able to address your needs to evaluate the operation of the existing infrastructure, recommend modifications to address operational issues, and/or identify improvements to increase efficiency. Over the course of this contract, Todd and Donzil will be your primary points of contact for developing project scopes, schedules, and budgets. They will work in close coordination with discipline leads to commit the right team resources for completing your projects efficiently, just as we have done through our other on-call contracts. **Todd Burt, PE, is authorized for preparation and execution of the contract. His telephone number is 505.823.1000.**



CONTRACT MANAGER

Donzil Worthington

PRINCIPAL-IN-CHARGE

Todd Burt, PE

CIVIL ENGINEERING

Nathan Roberts, PE
Andrew Swartswalter, PE

MECHANICAL/ELECTRICAL

Matthew Thompson, PE
Paul Schmittle

STRUCTURAL

Sean Melville, PE

FUNDING ASSISTANCE

Donzil Worthington

SURVEY (AS NEEDED)

Barry Phillips, PS

CONSTRUCTION OBSERVATION

Juan Samaniego, PE

Specialty Subconsultants:

GEOTECHNICAL

Geo-Test

ENVIRONMENTAL

Pathfinder

ARCHITECTURE

Architects Studio

Section B. Campaign Contribution 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 **Todd Burt**

June 26, 2023

Date

Senior Vice President

Title (Position)

Section C. Personnel Experience

Capacity and Capability

BHI's adept team will help you improve and maintain your infrastructure for years to come. Our team brings you strengths in technical competence and experience, as well as in the ability to execute multiple concurrent tasks. This combination of team traits means the City will be regularly informed of what is going on. You can rest assured our team is creating the right solutions for all your system needs.

Personnel Bios

Principal-in-Charge	Todd Burt, PE		
		<ul style="list-style-type: none"> • PE NM #16654 • MS Hydrology • BS Environmental Engineering • 24 years' experience • <i>Experience with large conveyance infrastructure up to 20 MGD</i> 	<p>Todd has worked with communities throughout the state on a variety of issues ranging from water distribution design to water/wastewater treatment. Much of his experience is in water distribution and conveyance. Todd has designed facilities including pump stations up to 20 MGD, as well as relocation and replacement of distribution lines within developed areas. Todd will serve as a direct link between our team and yours, helping to ensure that your expectations are being met.</p>
On-Call Manager Funding Assistance	Donzil Worthington		
		<ul style="list-style-type: none"> • Successfully assisted New Mexico communities in obtaining \$30,000,000 in funding • University Studies • 40+ years' experience 	<p>Donzil brings over four decades of infrastructure design, project and contract management, and construction experience, in addition to a solid track record of New Mexico-specific infrastructure funding success. He assists clients in all aspects for project support services, project administration, and funding support. Donzil has enjoyed working closely with the Las Vegas team in this capacity over the past 3 years and is committed to continued client service, response, and support!</p>
Civil Engineering	Nathan Roberts, PE		
		<ul style="list-style-type: none"> • PE NM #21847 • BS Civil Engineering • 14 years' experience 	<p>Nathan's experience includes hydraulic modeling, master planning, design, and construction services. He uses his experience to quickly identify key issues to better understand the big picture and then develop and coordinate the details with his clients to meet their specific objectives. Nathan always enjoys bringing things from the digital world into the real world, tangibly solving problems with contractors, and understanding how to practically get things built.</p>
Civil Engineering	Andrew Swartswalter, PE		
		<ul style="list-style-type: none"> • PE NM #24195 • BS Civil Engineering, MBA Business Administration • 10 years' experience 	<p>Andrew focuses on solving current issues in an innovative way, while considering future needs. He employs effective design and evaluation methods and applies his field knowledge during design to avoid construction conflicts. Andrew has experience working with small municipal water systems and providing customize solutions required to solve unique issues. He is also experienced in creating project specifications and construction contract documents.</p>

Mechanical/ Electrical	Matthew Thompson, PE		
		<ul style="list-style-type: none"> • PE NM #13868 • BS Mechanical Engineering; BS Electrical Engineering • 31 years' experience 	Matt's unique background merges both mechanical and electrical engineering skills. He has extensive experience working on facilities in New Mexico, ranging from dams to water and wastewater treatment plants to gas systems. He has worked for the City on several recent projects. Matt also possesses a strong sense for construction requirements.
Structural	Sean Melville, PE		
		<ul style="list-style-type: none"> • PE NM #17400 • MS Structural Engineering; BS Civil Engineering • 27 years' experience 	Sean's extensive structural engineering design experience includes bridges, buildings, drainage structures, retaining walls, and sound walls as well as hydraulic structures, water bearing structures, flood control structures, and earth retaining systems. He has also participated in structural feasibility studies of building construction materials and methods and supplied structural evaluation inspections for damaged structures.
Survey and Mapping	Barry Phillips, PS		
		<ul style="list-style-type: none"> • PS NM #15517 • BS Land Surveying • 36 years' experience 	Barry has over 30 years of experience as a land surveyor. He has worked for many municipalities across the state including Santa Fe County, Socorro County, and other government agencies since he has lived in New Mexico. Barry's expertise includes topographic surveys, construction staking, cadastral survey, geodetic leveling, rural and urban boundary, right-of-way determinations, easements, and land surveying, as well as establishing control networks and data gathering.
Construction Observation	Juan Samaniego, PE		
		<ul style="list-style-type: none"> • PE NM #19830 • BS Civil Engineering Technology • 18 years' experience 	Juan's varied experience provides him with the ability to look at projects from many different perspectives. Specifically, he has worked on various projects in areas with current development which include existing utilities or roadways. Juan can ascertain critical issues with a project and develop a good understanding of potential conflicts while working on a project.

Section D. Licenses

BHI staff maintain appropriate licenses for all services to be performed under this contract. Copies of the Professional Engineering licenses for key staff are included in *Section F: Documentation*. Additional team licenses can be verified on the website for the New Mexico Board of Licensure for Professional Engineers and Professional Surveyors: www.sblpes.state.nm.us/.

Section E. Experience in Specialized Services

Overview of On-Call Services & Capabilities

The BHI team offers the City the specialized design and technical competence to effectively execute a range of projects under the current contract and are ready to extend our services into this upcoming contract. We have provided our clients throughout New Mexico (including Las Vegas!) and around the Southwest with timely and responsive services in engineering and spatial data.

The City of Las Vegas WTP is the primary potable water supply facility for residents and the surrounding area. It is a critical facility with water supply from sources that include Storrie Lake, Gallinas Diversion, Bradner Reservoir, Peterson Reservoir, and the Taylor Well Field. Additional water supply is also possible from the Skate Pond area through an infiltration gallery.

The supply sources for the City provide challenges to the operations of the WTP to develop consistency within the treatment process. A consistent source water chemistry is critical in achieving the necessary treatment. Significant variations in raw water turbidity can have negative effects on the effluent quality as well as clarifier capacity. Seasonal variations in constituent concentrations such as iron, silica, and SS are common and can result in a need to adjust coagulant. In addition, any change in aesthetics including color, taste, and odor of the final product can be a disturbance to the users. Understanding the importance of such variations, the City is closely monitoring the source water quality and keeping it as consistent as possible by supplying about 60% of the source water from Storrie Lake historically. BHI is also aware the recent fires will have a potential impact to the water supply for the City and BHI recognizes the importance of addressing these needs quickly to allow the City to continue to provide safe, reliable water supply to its community.

The Water Plant's daily operations is a hybrid system of City of Las Vegas management and staff in conjunction with Contract Operations management and staff through SMA Operations. Our BHI team has enjoyed being a part of this team, and we look forward to the opportunity to continue to contribute as an integral member of this established and proven Las Vegas organization.

Electrical System



The electrical systems used for the WTP facilities vary in age throughout the components of the plant. Electrical systems are considered to include primary power along with Instrumentation & Controls and Supervisory Control And Data Acquisition (SCADA). Currently, a PLC is included with each process (raw water, filter building, and finished water) within the treatment facility except for the clarifiers. The local panel PLCs work independently of each other and are not tied together from a communication perspective. Most plant operations are locally programmed with no overall automated operations between the facilities. Primary electrical power was upgraded when the raw water pump station was constructed about 20 years ago. The electrical power appears sufficient for the needs of the facility based on input noted by the WTP operators as well as conversations with Alpha Southwest. Though the facility was built in the late 1960s, some of

the original equipment is still used within the clear well building. The original MCCs are currently operational. The City has continued to keep these facilities in service; however, maintenance and repair of these electrical control components over time is limited, and in some cases replacement components are not available. A malfunction of these electrical components could shut down portions of the facility until repairs occurred. The City has identified this as a potential risk to the WTP.

BHI's is currently underway designing a SCADA system that effectively will establish a plant Ethernet network and will connect the local independent process PLCs together. This will allow them to operate as one integral SCADA system that will enable plant-wide control and monitoring locally from a central terminal or remotely via a secure link. This will help improve the operations of the facility by enabling real-time operations, better process equipment diagnostics, and historical trend archiving. Existing field wiring and conduit infrastructure will be utilized where possible to minimize new installation.

Additionally, BHI would work with the Utility Department to identify fatal flaw process situations, such as power outages, and any improvements to the existing standby generator scheme. BHI can also consider a plan for other local failures of equipment such as the main MCC at the existing clear well building to consider redundant electrical distribution equipment. This would enable redundant power paths and would allow repairs to be completed with minimal plant downtime. Lastly, BHI can review power consumption with potential power saving options, in addition to identify a net meter scenario with a photovoltaic power system installed at the facility that would potentially greatly reduce annual electricity operating costs.

Clarifiers



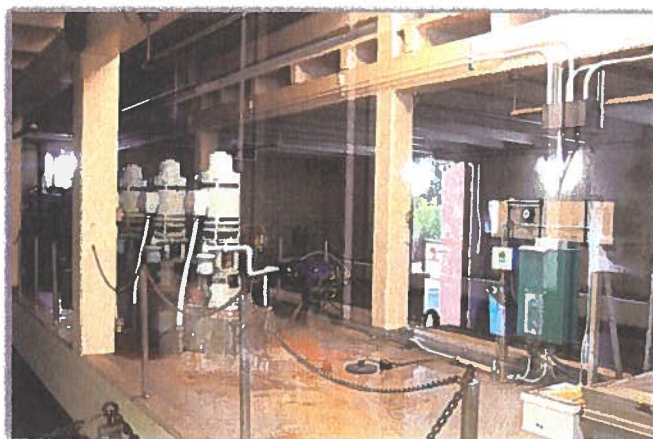
The clarifiers were constructed about 20 years ago when the raw water pump station was constructed. This facility has been in continuous operation since that time. While the facility has been operated under various managers and in different manners, it continues to function, although not without substantial efforts due to equipment wear and process modifications over this period. Current interest includes evaluating options to cover the clarifier basins to protect the basins from debris from trees and birds, along with preventing sunlight from contributing to algae growth. The tube settlers are showing degradation from age and use which reduces their effectiveness and adds maintenance efforts. The Trac Vac system is aged and worn, necessitating substantial effort and cost to operate it in a manner that meets the water quality goals. The mixers, motors, gearboxes, and controls are in constant repair and replacement to maintain operations. Issues related to flows into and out of the clarifier, along with sludge conveyance from the clarifier, are ongoing items of concern.

Your BHI Team has worked diligently to identify alternatives for many of these issues and recently bid the Trac Vac replacement project. We expect to start construction on these improvements in the near future.

Clearwell

The clearwell is in the oldest building at the WTP site and is a repurposed structure. Hypochlorite is injected into the water supply prior to the distribution system; however, the flow through the clear well is short circuiting, and sufficient contact time is not being provided within the facility. The City is aware of this concern and intends to modify the clear well to eliminate short-circuiting.

Damage was noted on the floor of the clear well. The City desires to have this removed, but it will require the clear well to be taken out of service. However, only one clear well is within the system, which makes it difficult for operations to take this facility out of service. The MIOX system has recently been replaced with a PSI Sodium Hypochlorite On-Site Generation disinfection facility and is being operated this way currently.



The hi-speed pumps in this facility have numerous challenges, including numerous pumps and/or motors that are operating poorly or are unserviceable. BHI has evaluated these pumps, motors, and controls. We developed a technical memorandum which identifies the pumps and motors, along with an implementation plan to facilitate bringing this infrastructure back to a fully functional state and to providing redundant pump and motor assemblies to allow for maintaining the equipment. BHI has worked with the City to receive bids for the pump and motor replacement. Construction for this project is expected to start in the near future once materials are on-site.

Raw Water

The raw water pump station was constructed about 20 years ago. The operators of the system have noted since its construction there has been limited usage of the pump station equipment. Actual usage on the pump was noted to be less than 1 hour since the facility was constructed. With the limited use, pumps have not been exercised sufficiently, and the VFDs installed need replacement. The building also houses the injection point for the chlorine at the point of entry to the plant. These pumps have seen limited usage as the demand does not require the need for the use of these pumps.

BHI has had conversations with the plant operations staff regarding options for these generally unused facilities. We have discussed a potential by-pass line installed either within the building or on-site to allow the pumps to be exercised. These

pumps were installed to allow for supply during a condition with low reservoir levels (i.e., less than 15%) occurs; however, this situation has not occurred since the construction of the pump station. It is presumed the supply from the Storrie Lake pump station has been reliable to maintain sufficient water levels within Bradner and Peterson Reservoirs. BHI would also work with the City to provide equipment to allow for better modulation of flow. The existing butterfly valve does not provide flow variation to the level desired by the City. Alternate options can be reviewed with the City to identify a solution that is better suited to operational needs.



Treatment

The treatment system includes the use of coagulation, clarification, and four sand filter beds. A coagulant is added to the supply water, and good formation of floc was observed on the water surface during operation. After coagulated water is settled in the clarifier, filtration is used to further remove contaminants. Each of the sand filter beds can operate independently for maintenance of each unit. Backwashing of the filter beds is conducted on a regular basis, and the backwash water is discharged to an on-site pond and ultimately to the wastewater treatment plant (WWTP). In addition, the City did note that during a power outage at the site, the gates on the discharge side of the filters close automatically. Unfiltered water to the clarifiers continues to enter the WTP and, in some instances, has overtopped the edge of the filter basins. Modifications to isolate the inlet supply may be considered at some point as other improvements to the WTP are addressed.



Filter Building



The filter building (along with other buildings on-site) has been in place for many years and houses the treatment equipment (i.e., sand filters).

The City has experienced numerous challenges with operations of this facility since its construction. While the operations staff has kept it functional, they have experienced building settlement, creating structural and level concerns, leakage in the building, controls and sensor issues, and challenges related to the filter aggregate as related to condition, material installed, and quantities. There is some evidence supporting the development of additional filtration capacity as needed at the plant as well. Recent repairs have taken place in bed #4 with additional actions anticipated.

Although there have been recent improvements to the building roof for leakage described above, modifications to the filter building itself may include ways to improve the appearance or functionality of the building. BHI has on-staff structural, electrical, and mechanical engineers. This expertise allows us to review an existing facility and to identify areas where improvements are necessary for code compliance and safety. The architects and engineers work closely with the understanding that, in many cases, the facility must remain operational and may be constrained by the working environment. Methods to address a variety of concerns such as corrosion of existing piping, structural evaluation or repair, upgrades or replacement of HVAC systems, safety of existing rails, and upgrades to the electrical system are all services that can be provided by the BHI team.

Approach Summary

As noted in the previous sections, the different facilities within the Water Treatment Plant have been maintained well by the City of Las Vegas Utility Department. Over the years, improvements to these facilities have been incorporated and are currently in use by the City. A need for complete replacement of these items is not anticipated by BHI. We are confident that, with our knowledge and expertise in treatment systems, we can help the City improve the system and facilitate operations while making the most use of existing structure to limit costs. [BHI has discussed the following with City staff:](#)

1. Optimize process control
2. Improve treatment efficiency through a hydraulic analysis of the units to eliminate short-circuiting
3. Improve sampling process
4. Integrate automation of units as one integral system
5. Develop an emergency plan for power outage and other contingencies including low- and high-flow conditions
6. Replace aging equipment
7. Rehabilitate aging structures

BHI team members have the proven expertise to complete these activities and are underway, working closely with the City of Las Vegas to improve operational efficiency and the safety of the existing facility.

Quality and Cost Control

Quality Control: BHI team members conduct ongoing quality reviews prior to milestone submittals. These checks review design criteria for completeness, appropriateness, and accuracy; address constructability issues; verify the documents are prepared according to the project requirements; and verify the documents comply with generally accepted professional standards of engineering practices, as well as current standards and applicable laws and regulations. Before a project is finalized, a final Quality Control (QC) review is completed by an independent reviewer, usually someone from our Construction Engineering group. Construction issues and quantity checks are completed and reviewed with the design team. BHI maintains logs of client comments and responses typically included with submittals to facilitate City reviews.

Cost Control: BHI will work with you to define the scope of work on each task order request. Our experts in each discipline create an outline of project tasks and estimate the work hours and expenditures required to complete the necessary project objectives. This information is then combined into the project fee, which is reviewed by the project manager for any potential cost-saving methods. The project budget is then delivered to you for final review and approval. During the project itself, the project manager is responsible for cost control; however, the entire team understands the value of cost and quality and will work to deliver task orders on time and within budget. The internal communication of project scope is critical to successfully controlling the cost of construction. BHI devotes adequate time to the design interface to ensure that estimates of probable construction costs meet both the project scope and your budget.



PROJECT COMMUNICATION

BHI is here to assist the City to make the final decision on any recommendations or to brainstorm a solution when an emergency arises. While our main office is in Albuquerque, we have staff throughout the state who can quickly have boots-on-the-ground wherever our clients are. Examples of this are BHI staff on site to observe and video the sludge removal at the City's water plant clarifier and to attend vendor presentations and demonstrations at the water plant as well as in person attendance for many of the bi-weekly scheduled project status and coordination meetings on Tuesday mornings. BHI is committed to having staff on site when needed or requested, even with short notice if possible. If the situation does not call for in-person attendance, we are also proficient in conducting and actively participating in various meeting formats, including virtual (Zoom, Microsoft Teams, GoToMeeting, etc.) and telephone. We will participate as necessary to address and resolve the issue.

We believe Donzil Worthington, your on-call manager, embodies this approach well, as he regularly attends bi-weekly meetings with the City to make sure projects stay on task. We believe having the opportunity to engage the City, hear your concerns, and brainstorm solutions facilitates our ability to meet your expectations, as we did with the Effluent Pump Evaluation, the Vac-Trac System Evaluation, and the SCADA system analysis. For these projects, regular meetings were held both in-person and virtually to gain input from the City.

The use of short-notice, formal virtual meetings has been demonstrated numerous times. For example, we were able to provide quick response to questions from the operations staff regarding both SCADA, pumps, and motor issues at the water plant and to provide immediate response to Zia Gas (Mr. Cortez) concerns and PRC compliance discussions in regard to the City's Natural Gas Colmor Regulator Station project.

PROJECT AND AGENCY COORDINATION

As projects become realities, we take ownership of all facets of the design, so as not to be another entity the City needs to manage, but rather to be an asset the City can rely upon. We will coordinate with the pertinent agencies to obtain proper permits, including NMED (Clean Water SRF and Construction Programs Bureau), NMFA (Drinking Water State Revolving Fund and Water Trust Board), NMDOT, EPA, and any other environmental or City requirements. These approvals are key to meeting schedules—missing a submittal to one of these agencies can easily set a project back 30 days. In fact, we recognize that sometimes the design is easier than obtaining the approvals or procuring the funding.

FUNDING ASSISTANCE AND SUPPORT

BHI is aware the City does not want projects to sit on the shelf, so **we will actively support staff efforts to seek funds on behalf of the City** to complete projects. Over our last on-call contracts, our team has participated in funding meetings, provided response and updates to funding agency staff at the City's request, and supported City efforts to secure advantageous funding to implement capital projects. City staff have been very successful at acquiring capital funds from various agencies, and our BHI team is pleased to be a member of the Las Vegas team! Las Vegas has set a high standard of creating successful outcomes regarding acquiring subsidized funding for the City and its residents. Our team is proud to be associated with and provide support for the successful effort both Ms. Gilvarry and Mr. Martinez have achieved in acquiring both state and federal grant funds for use by the City to implement needed water infrastructure improvements!

Additionally, BHI regularly submits funding applications to state and federal agencies in pursuit of funding to support our clients' goals. Particularly, with potential for unprecedented state and federal funding opportunities, we stand ready to assist the City of Las Vegas staff in the pursuit of grant funding.

Past Record of Performance

The BHI team brings an exceptional Past Record of Performance on previous water distribution projects around New Mexico. We have discussed several of these projects below and have included the client references who are familiar with our work. The projects selected emphasize our experience with different treatment processes for

wastewater needs. The BHI team is well positioned to evaluate existing processes and to make sound recommendations for improvements based on strong technical (chemical, mechanical, and operational) experience. This provides us the ability to sharpen our recommendations and to educate our clients with what will be expected and required once the recommendations are incorporated into the system. This aspect allows us to balance capital costs with the needs of the City.

References:

Los Alamos County	Clay Moseley, Deputy Utility Manager	101 Camino Entrada Los Alamos, NM 87544 505.662.8271 clay.moseley@lacnm.us
Bernalillo County	Brian Lopez, Technical Services Director	2400 Broadway Blvd. SE Albuquerque, NM 87102 505.848.1525 bjlopez@bernco.gov
Torrance County	Juan Torres, Deputy County Manager	PO Box 48 Estancia, NM 87016 505.544.4702 jtorres@tcnm.us

City of Las Vegas Colmor Pressure Regulator Station

BHI provided planning, design, and construction phase services based on a City of Las Vegas request to design a new pressure regulating, flow monitoring, and pig launch facility at the beginning of the 8-inch transmission pipeline under City ownership. The original facility was constructed in the 1960's and needed to be replaced. The City's transmission pipeline is connected to a pipeline that is operated by two other transportation pipeline agent companies and that is located near Colmor, NM and extends to a Kinder Morgan pressure regulator station near Trinidad, CO. This new Colmor pressure regulator station was mandated by the State of New Mexico Pipeline Safety Bureau in order to comply with a specific Maximum Allowable Operating Pressure of 300 pounds per square inch (psi) to protect and to ensure the City's pipeline pressure is maintained and does not exceed the maximum pressure allowed. A dual worker-monitor pressure regulator station was designed and combined with a flow monitor to record pressure and flows to confirm flow readings issued by the gas transmission supplier. Another critical aspect of the project was addressing the incorporation of a pig launcher into the facility manifold system, also mandated by the Bureau, which will ultimately transport magnetic pigs through the pipeline to Las Vegas to verify pipe wall thickness and pipeline integrity throughout the entire route.

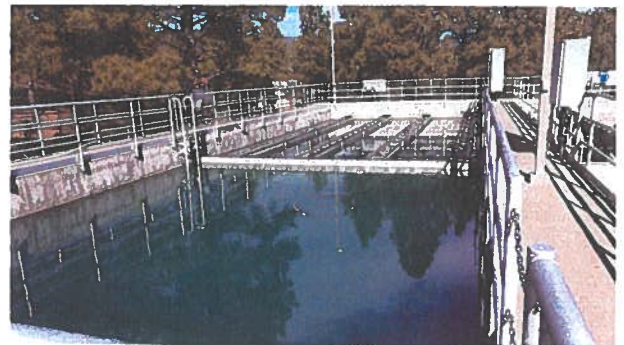
City of Las Vegas Water Treatment Plant, Evaluation of Effluent Pump Station

The City of Las Vegas draws most of its water supply directly from the Gallinas River, treats it through conventional methods, and delivers the filtered and disinfected water to several storage tanks and to the distribution system for use by the patrons via a bank of four effluent pumps rated at 1,200 gpm each. The current effluent pump station was constructed in 1988 and consists of four Fairbanks Morse vertical turbine pumps driven by 75 HP General Electric motors operating on 480 V 3-phase power, with space and plumbing to accommodate a fifth pump, all housed in the original sand filter building. While the pumps served well for over two decades, eventually they reached their design life and one by one experienced failure such that by 2019, despite pump rebuilds and motor replacements, three of the pumps were non-functional leaving the facility vulnerable and without redundancy should the newly rebuilt fourth pump fail. The City turned to BHI to evaluate the effluent pump station and to develop a strategy for addressing redundancy short-term, as well as reliability and functionality long-term. The BHI team prepared a technical memorandum evaluating alternatives for pump repair, pump rehabilitation, or pump replacement, ultimately recommending repair of one pump in the short-term and replacement of two of the pumps to restore the pump station to its original capacity and design intent. City staff concurred with the BHI recommendation and has continued with the design and construction services for upgrading the Effluent Pump Station. The construction of these improvements is expected to occur in the near future to strengthen the reliability of this facility.



City of Las Vegas Water Treatment Plant, Evaluation of Primary Clarifiers, and Sludge Removal Equipment

In 2000, the first two of planned four flocculation clarifiers were constructed with a design capacity of 5.0 MGD and were included in the upgrades to the Water Treatment Plant. The clarifiers include rapid mix chambers to diffuse the flocculant in the influent raw water, a series of flocculation chambers to develop settleable solids, and clarification basins to separate the contaminant laden floc from the clear water. The method for removal of the settled solids is a pneumatically driven, vacuum system. In addition to general deterioration of the system components after two decades of use, the primary concern of operations staff was the inefficient and labor intensive task of sludge removal; it seems the vacuum system was not working as designed, the mechanism was bent, the water loss with automated sludge removal unacceptable, and sludge removal labor intensive requiring each clarifier to be removed from service each quarter and the accumulated solids to be washed and scraped to the basin drains. The City commissioned BHI to evaluate the clarifiers and to develop solutions resolving the operational challenges, specifically that of solids removal. The BHI team visited the site, discussed the procedures and problems with the operators, observed the operation of the vacuum removal system, discussed the design with the manufacturer, and researched alternative sludge removal mechanisms. Given the configuration of the existing basins and budget considerations, the recommended solution was replacing the vacuum sludge removal system with a similar system after evaluating the more than half dozen vacuum systems manufactured for the industry. BHI recently received bids for this project and is moving forward with a Recommendation of Award. Construction for this improvement is expected to occur in the near future!





City of Las Vegas Water Treatment Plant Clarifier Cover Analysis

BHI provided planning and design phase services based on a City of Las Vegas request to design a method to protect the Water Treatment Plant Clarifier facility from exposure to sunlight (UV) and accumulation of debris from surrounding trees. The previous operator identified pine needle and leaf debris along with pollen from the adjacent trees as a source of challenge in operations of the plant clarifier facility. Additionally, algae growth exacerbated by the UV radiation in sunlight was identified as a further challenge to operations. The BHI team was issued a task order to look at options that could be implemented at the Clarifier Facility to address these issues while continuing to provide access to place and to remove temporary maintenance equipment at the facility and room to remove and replace mixer motors and paddles. A selected option was a raised structural framework with metallic roof sheeting to allow covering of the clarifier basin while allowing access between the cover and clarifier basins for the handling of equipment over the railings. This potential improvement was not acquired and constructed at that time due to other operational challenges which were identified as a more immediate priority, with the intent to revisit the clarifier cover options soon.

Familiarity with City of Las Vegas

We at BHI are very proud of the opportunity the City of Las Vegas has given to us to provide on-call utility engineering services to the Utilities Department over the last several years. Through these years of working together, we have established valued relationships with the utilities project management and administrative staff. Bi-weekly project meetings on Tuesdays and monthly summary reports to Mr. Martinez, Ms. Gilvary, utility contract operators, and project management staff are a key element in our project communication procedure. Additionally, we have an established understanding of City personnel and lines of communication, which ensures the availability of BHI staff to promptly respond to calls, emails, and text messages, including after hours, weekends, holidays, and/or vacation periods. Our BHI team takes pride in being accessible anytime to Las Vegas staff. Our interactions with staff have strengthened our familiarity with the Las Vegas Water System Water Treatment Plant as a primary source of supply for the city. This has provided us with insight as to how the water system operates and the specific water quality concerns the City deals with on a regular basis. Our knowledge of the water supply and water treatment facilities provides BHI with insights on the Water System and allows us to provide a holistic perspective about providing recommendations to the City.



Our team is pleased to be a part of the Las Vegas Utilities Department, and we enjoy the people and the projects. We look forward to additional opportunities.

A sampling of project tasks BHI has worked closely with City staff on include the following:

- analysis of a cover for the water plant clarifier
- technical memo for replacement of the clear well high-speed pumps and motors
- technical memo for the replacement of the clarifier flocculation basin sludge removal track-vac system
- technical memo for the SCADA improvements for the water plant facility
- design and bid documents for the water plant SCADA priority and phase one projects
- construction support services for the water plant SCADA priority and phase one projects
- Colmor regulation station improvements for the City's Natural Gas division
- land surveying services for the Colmor regulator station right-of-way task

Our team is excited by this opportunity to provide additional on-call services for the City of Las Vegas and asks for your consideration of our proposal and interest to continue to work with you to address your water distribution system challenges! **We feel we are uniquely positioned to provide exceptional support to the City of Las Vegas staff due to our familiarity and understanding of the City's current facilities and specific areas targeted for improvement and optimization.**

Current Volume of Work with the City of Las Vegas

Currently, BHI has two projects with the City that are less than 75% complete: the SCADA System Emergency Elements and the Trac Vac Sludge Removal System.

Section F. Documentation

Documentation of certifications (professional licenses) of the BHI team members are included below; these can be verified online at <http://www.sblpes.state.nm.us/>.



Section G. Financial



100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109
www.bankofalbuquerque.com

February 14, 2023

To Whom It May Concern:

Bohannon Huston, Inc. established its banking relationship with Bank of Albuquerque in January 2012 and is a valued customer of the bank. The company maintains a loan and depository relationship with us consisting of a low seven figure revolving line of credit and deposit accounts with a combined average balance in the mid seven figure range.

Bohannon Huston, Inc. is managed by individuals who are very knowledgeable, experienced, and of high integrity. Overall, Bohannon Huston, Inc. has handled its banking relationship in an exemplary manner. The Bank does not provide a credit rating, but has determined by our underwriting standards that Bohannon Huston, Inc. is credit worthy as evidenced by our past and current lending activity.

If I may be of any further assistance, please feel free to contact me at 505-222-8464.

Sincerely,

A handwritten signature in black ink that reads "Parker Leyendecker". The signature is fluid and cursive, with the first name "Parker" being more prominent.

Parker Leyendecker
Vice President – Corporate Banking
pleyendecker@bankofalbuquerque.com

Section H. Additional Information

BHI is a New Mexico Resident Business (Certificate Number: L1058291376; Expires: 28-Oct-2023).

We have had City of Las Vegas Business certificates in the past and will continue to maintain them with continuing work.

Transmittal Letter/ Table of Contents

MOLZENCORBIN
ENGINEERS | ARCHITECTS | PLANNERS

June 27, 2023

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

RE: Water Treatment Plant Facility Planning, Design, and Construction Phase Engineering Services, Opening No. 2023-24

Dear Ms. Fresquez and Members of the Selection
Committee:

Molzen Corbin understands the challenges the City faces over the next four years in completing the highest quality projects in a timely manner to ensure the most efficient and reliable water treatment system to provide the highest quality water to its customers. With our 63 years of diverse project experience, depth of staff, and past working relationship with the City, we believe that Molzen Corbin is the ideal choice for this contract. Please consider the following:

- 1. We know Las Vegas.** Molzen Corbin has been working with the City of Las Vegas for more than five decades. Our proposed core team members (including Mr. Ron Mosher, PE; Mr. Clayton Ten Eyck, PE; Mr. Casey Cook, PE; and Mr. Jonah Ruybalid, PE, CFM) have extensive experience in Las Vegas, including the Cabin Site Tank Rehabilitation, Finished Water Preliminary Engineering Report, Water Master Plan, the Water Treatment Plant Yard Piping Modifications, and the Water Treatment Plant Improvements Project.
- 2. We have an extensive familiarity with the Water Treatment Plant.** Molzen Corbin completed its first project at the Water Treatment Plant over 27 years ago in 1996 with the Water Treatment Plant Improvements Project, which included the raw water pump station, backwash tank improvements, sludge lagoon improvements, the solids disposal lift station, the pretreatment facility, and many yard piping improvements. Since then, we have completed a variety of improvement

projects with the City and continue to do so under our other on-call contracts. With our extensive familiarity of the Treatment Plant, we are in a unique position to assist the City with additional improvements.

- 3. We offer a highly experienced, multi-discipline project team.** Molzen Corbin employs 88 professionals in the field of public works engineering and architecture. This includes planning, design, and construction-phase services for water, wastewater, street/roadway, storm water, recreation/park, and municipal facility projects. In addition, we offer construction observation, environmental assessment, regulatory compliance/permitting assistance, electrical engineering, mechanical engineering, surveying, and grants administration. We have teamed with GeoTest, Epsilon, and QPEC in order to provide the City with a full complement of services and engineering options that may be anticipated over the course of this on-call contract.
- 4. We provide responsive, personalized service.** Molzen Corbin is specifically structured and staffed to provide rapid response to the day-to-day project needs of the City. We complete frequent status and review meetings with City personnel in Las Vegas for your projects, as we know that the success of any project hinges on communication with the City and the community. We are experienced in completing presentations before committees and City Councils on a regular basis to keep the community informed and provide for a complete understanding of all project elements.

We welcome the opportunity to use our experienced and talented project team to assist the City of Las Vegas to realize your short-term goals and long-term vision.

Sincerely,
MOLZEN CORBIN



Kevin W. Eades, PE
Chief Executive Officer

Contents

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Contractor's Bonds (Contractor Only)	Not Applicable

A. Offerer's Identification

Notarized Affidavit

Molzen Corbin's signed and notarized affidavit is included on the next page of this proposal.

About Molzen Corbin

Molzen Corbin is a local, nationally-ranked professional architecture and engineering firm. Established in Albuquerque in 1960, we employ 88 staff members who believe that New Mexico is a great place to live and work. We appreciate the challenges that our clients undertake on behalf of their communities and we respect their goals as our own.

Name, Address, Telephone Number and Date When Firm Was Established

Molzen Corbin was established in 1960 and is an employee-owned company. Our corporate offices are located at 2701 Miles Road SE, Albuquerque, New Mexico, 87106, (505) 242-5700.

Federal Tax ID & NM Tax ID Number

Molzen Corbin's Federal Tax ID number is 85-0166212. Our New Mexico Combined Reporting System (CRS) number is 01305771005. Our Resident Business Certificate Number is L1755217584.

Person Authorized to Contract

Mr. Jerry Paz, PE, Chief Operations Officer at Molzen Corbin, will be responsible for the preparation and execution of the contract.

Organizational Chart

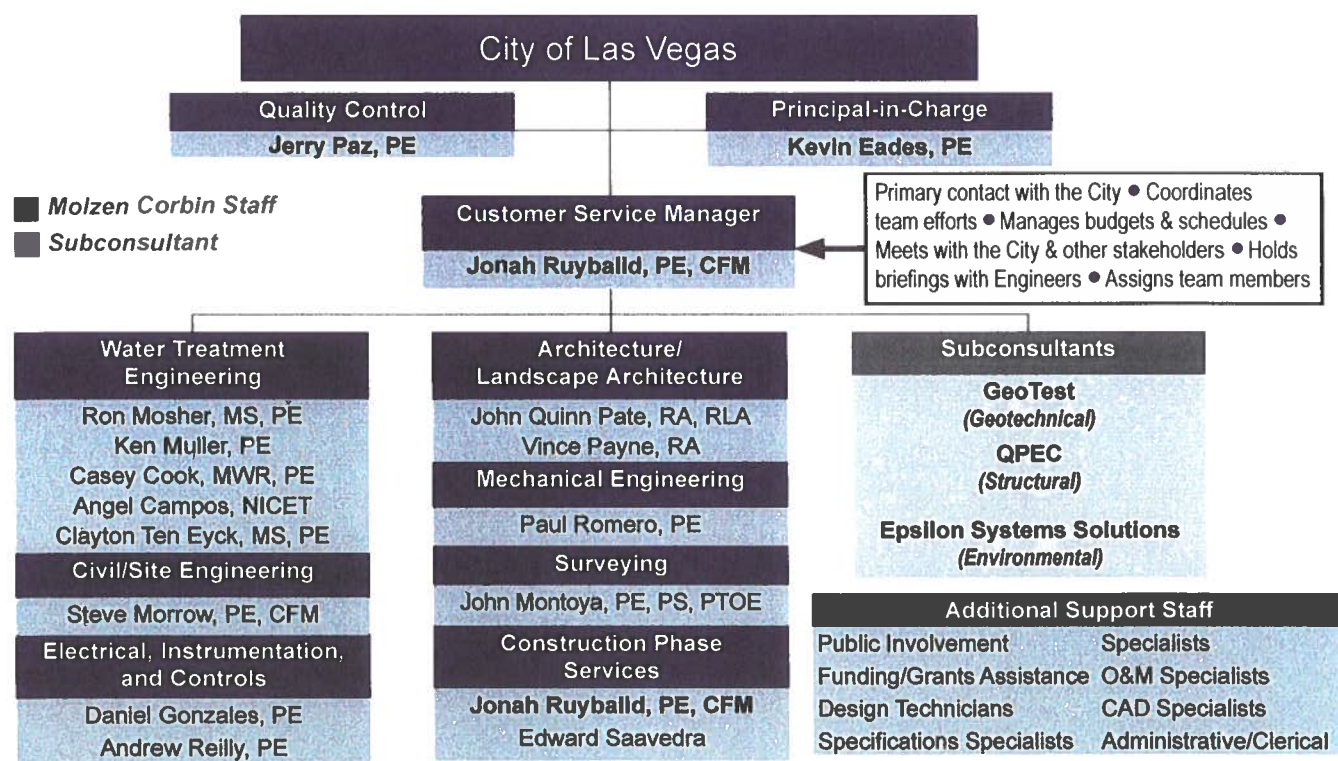
Our organization chart reflecting responsibilities and interface with City staff is highlighted in **Figure 1**. It clearly delineates lines of authority within Molzen Corbin.

Subcontractors

Subcontractors that may be used during the course of this contract are as follows:

- **Geotechnical:** GeoTest, Patrick Byres, PE (NM PE #8126)
- **Structural Engineering:** QPEC, Richard Pfeiffer, PE (NM PE #11155)
- **Environmental Engineering:** Epsilon, Brad Beacham, MA, RPA

These subcontractors are included in the organization chart below, and their experience and applicable licenses are listed in **Section C. Personnel Experience**.



NOTE: While essentially retired, Mr. Doug Albin continues to be available for project assignments in the City of Las Vegas.

Figure 1. Molzen Corbin's multi-discipline project team is familiar with the City of Las Vegas

OFFEROR INFORMATION

OFFEROR: MOLZEN CORBIN

AUTHORIZED AGENT: Kevin W. Eades, PE

ADDRESS: 2701 Miles Road, SE

TELEPHONE NUMBER (505) 242-5700

FAX NUMBER (505) 242-0673

DELIVERY: June 27, 2023

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1755217584

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

SERVICE (S): WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND CONSTRUCTION
PHASE ENGINEERING 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, Kevin W. Eades, PE 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.

K. W. Eades
Signature

Subscribed and sworn to before me, this 27TH day of June, 2023

(SEAL)

John G. Ortega
Notary Public Signature
My Commission Expires 7-21-25

STATE OF NEW MEXICO
NOTARY PUBLIC
John G. Ortega
Commission No. 1112746
July 21, 2023

B. Campaign Contribution 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)

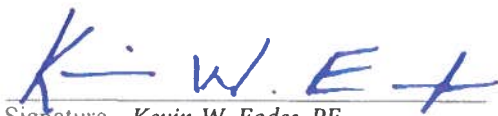
Signature

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 Kevin W. Eades, PE

June 27, 2023

Date

President and Chief Executive Officer

Title (Position)

C. Personnel Experience

Capacity & Capability to Perform Work within Time Frame

We employ talented professionals in the fields of engineering—water resources, civil, transportation, airport, electrical, and mechanical—architecture, and landscape architecture. Our 88 staff members believe that New Mexico is a great place to live and work. These include 22 professional engineers, 31 technical staff (including engineer interns), 8 drafters, three architects, and 27 support staff (administrative, clerical, funding, public involvement, construction observers, surveyors, etc.).

In addition to the Molzen Corbin staff, we have carefully compiled a team of three subconsultant firms for this on-call contract, all of which we have worked with numerous times, including on City of Las Vegas projects. Molzen Corbin has a solid track record of meeting project schedules, including condensed schedules. Our project experience, depth of staff, and technical expertise enable us to quickly mobilize our resources to align them with concurrent activities on complex projects.

Based on our extensive experience in supporting on-call professional engineering contracts, our depth of staff, and our familiarity with your processes, administration, and infrastructure, we can unequivocally state that we will be able to accommodate the City's project needs, including any and all specialized services, to meet any necessary time limitations.

Qualifications/Competence of Key Personnel

We propose a highly qualified project team, whose members have completed successful projects on an on-call basis for municipalities throughout New Mexico, and who have special project experience and knowledge specific to the City of Las Vegas. Mr. Jonah Ruybalid, PE, CFM, will serve as Customer Service Manager. Mr. Ruybalid currently supports the City of Las Vegas Utilities Department and Public Works Department on-call contracts. He brings unmatched knowledge and experience with the City of Las Vegas, providing an efficient, responsive, and coordinated engineering solution for all City of Las Vegas infrastructure and utility projects.

An organizational chart is shown in **Figure 1** (page 1). Following are the qualifications/competence of key personnel who would be assigned to City of Las

Vegas water treatment plant projects, including their professional background, education, licenses, and experience. We also include this information for known subcontractors.

Kevin Eades, PE: Principal-in-Charge

NM PE #14481 | B.S., Civil Engineering, NMSU |

Years of Experience: 29



- **Qualifications:** Mr. Eades is Molzen Corbin's President and Chief Executive Officer. He brings 29 years of experience in engineering and project management to this contract. He has extensive experience managing contracts, coordinating projects and master plans, and working with communities across New Mexico. Mr. Eades is especially talented in working with clients on a one-to-one basis to ensure that their organizational needs are being met. Mr. Eades has extensive experience managing "on-call" contracts. He has served as the Technical Services Manager for the City of Belen (27 years), Village of Los Lunas (27 years), Village of Tijeras (23 years), and the Town of Bernalillo (17 years), covering tasks across all engineering disciplines.

- **Project Experience:** Community Water System Improvements, Village of Tijeras; City-Wide Water System Improvements, City of Eunice; Southeast Area Water System and Sewer Improvements, Phases I and II, Town of Bernalillo; Tank 7 and Booster Station, Village of Los Lunas; and I-25/Cerrillos Road Interchange, NMDOT.

Jerry B. Paz, PE: QA/QC

NM PE #10521 | B.S., Civil Engineering, NMSU |

Years of Experience: 40



- **Qualifications:** Mr. Paz is Molzen Corbin's Chief Operations Officer and leads our Water Resources Department. He has 40 years of experience in the design and management of water-related projects, including development of water master plans and design of numerous transmission, storage, and distribution improvements for communities across New Mexico. In addition, he has extensive experience as engineer-in-charge of large regional wastewater system design and improvements, and in performing quality control reviews of small to large regional wastewater and water resources system projects for planning, design,

and construction of improvements. His attention to detail ensures our clients receive a high quality project. Most recently, he has been responsible for the planning and design of over \$900 million in infrastructure improvements in New Mexico and Texas. Because he is not a member of the design team, Mr. Paz will provide an unbiased perspective during the quality assurance and quality control processes.

- **Project Experience:** Grand Avenue (City of Las Vegas), NMDOT; Mills Avenue Reconstruction, City of Las Vegas; Reverse Osmosis Water Treatment Plant, Anthony Water and Sanitation District (AWSO); West Mesa Water System Improvements, City of Las Cruces; Water System Improvements, Town of Mesilla; and Booster Pump Station, Spaceport America.

Jonah Ruybalid, PE, CFM: Customer Service Manager

NM PE #23909, NM CFM #12-00315 | B.S., Civil Engineering, NMSU | Years of Experience: 10

- **Qualifications:** Mr. Ruybalid is a Licensed Professional Engineer and Certified Floodplain Manager with 10 years of experience in civil and water resources engineering, including roadway, drainage, site development, sewer line, and water line planning and design. He is an accomplished project manager having



served communities across New Mexico, as well as serving as the project manager for our on-call contracts with the City of Las Vegas, Greater Chimayo Mutual Domestic Water Consumers Association (GCMDWCA), and City of Belen. Prior to Molzen Corbin, he spent two years with the Doña Ana County Flood Commission where he assisted with flood control projects, reviews for building permits, drainage analyses, and other applications for compliance with the most current standards and specifications.

- **Project Experience:** **City of Las Vegas** – 2018-2019 MAP Improvements, 2018-2019 COOP Improvements, Taos Street Waterline Crossing, Storrie Lake Waterline Crossing, Water System Master Plan, Cinder Road Water Improvements, Cabin Site Tank Rehabilitation, Camp Luna Water Tank Altitude Control Valve Replacement, North Grand Waterline Improvements, Water Model Updates, North Gonzales Waterline Replacement, Waste Water Collection System Master Plan, and Lift Station No. 3 Rehabilitation. **NMDOT** – I-25/NM 14 Drainage Analysis and Design, NM 47 Roadway Improvements Drainage Analysis and Design, Lemitar Milepost 155.5 Bridge Scour Analysis. **City of Las Cruces** – Sand Hill Arroyo Dam (Office of the State Engineer) Emergency Action Plan and O&M Manual, and Evaluation and Design of Storm Drain and Sanitary Sewer Crossings.

Key Project Team Members

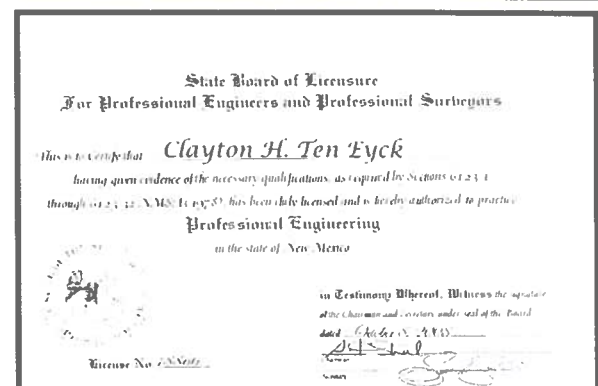
Water Treatment Engineering	Ron Mosher, MS, PE Registration: NM PE #10753 Education: M.S., Civil Engineering, Colorado State University (CSU); B.S., Civil Engineering, CSU	Mr. Mosher is a senior water resources engineer with more than 35 years of experience in municipal water and wastewater engineering, project management, and public agency service. His experiences includes master planning and design of water treatment facilities, water systems, and effluent re-use systems. Mr. Mosher has led several regional water treatment facility projects, performed grant paperwork for numerous EPA-funded projects, and skillfully managed and coordinated design projects that required the integrated efforts of architects and engineers. Relevant project experience includes Taylor Well 4, City of Las Vegas; Finished Water Preliminary Engineering Report, City of Las Vegas; and Water Treatment Plant Capacity Expansion Project, City of Bloomfield.
	Ken Muller, PE Registration: NM PE #12548 Education: B.S., Civil Engineering, Cal State Polytechnic University	Mr. Muller has 51 years of experience with water systems and water-related projects, including designing raw and finished water transmission lines, pressure-reducing stations, booster pump stations, storage, and systems to remove organics. In addition, his wastewater experience includes designing filtration, effluent reuse, transmission, pumping, lift stations, storage, disinfection systems, and piping, as well as conducting odor-mitigation studies. Relevant projects for the City of Las Vegas include the new Wastewater Treatment Facility; the Water-Treatment Portion of the Water System PER; and the Effluent Reuse Filtration, Pumping, and Storage Facilities.
	Casey Cook, MS, PE Registration: NM PE #162168 Education: M.S. Water Resources & B.S. Mechanical Engineering, UNM	Mr. Cook has 27 years of experience in consulting with municipalities on all aspects of groundwater hydrology, water planning, and water distribution and storage system design, focusing on groundwater hydrology with emphasis on well design, well development and rehabilitation, and well testing. Relevant project experience includes Taylor Wellfield Operations Manual, Taylor Well No. 4 Rehab, and Taylor Well No. 7 Improvements, City of Las Vegas; Double Eagle Well Improvements, City of Carlsbad; Recreation Area Water Supply PER, City of Eunice; Wastewater Collection and Treatment Plant Design, Pueblo of Zia; and Well No. 19, EAWSD.
	Clayton Ten Eyck, MS, PE Registration: NM PE #18866 Education: M.S. Environmental Engineering, Utah State University; B.S. Civil Engineering, Northern Arizona University	Mr. Ten Eyck has 16 years of experience developing improvements to water systems of all sizes, designing modifications to wastewater treatment facilities, developing O&M manuals, assisting with plant startup, providing construction administration services, and assisting communities with regulatory paperwork. Project experience with the City of Las Vegas includes the Finished Water PER, Groundwater Discharge Permits/Renewals, Medite Water Line Repair, Gallinas River Water Meter Replacement, Water Storage Tank Rehabilitation, Cabin Site Supplemental Water Tank, and Camp Luna Water System Improvements.

	Angel Campos, NICET Registration: NICET #23432	Mr. Campos is a certified member of the National Institute for Certification in Engineering Technology and has more than 52 years of experience serving as an engineering design technician on numerous water- and wastewater-related projects, including collection systems, lift stations, treatment facilities, water transmission line, water storage, and disinfection. He is a specialist in facility planning and design, process system evaluations, operations, and training. He is very experienced in construction cost estimating, computer applications, and computer hydraulic modeling, as well as plant operation and maintenance manuals, maintenance management systems, process troubleshooting, and process system evaluations.
Civil	Steve Morrow, PE, CFM Registration: NM PE #13679; NM CFM #11-00288 Education: B.S., Civil Engineering, NMSU	Mr. Morrow has 28 years of experience as a design and construction engineer. He manages a wide variety of design projects for Molzen Corbin in both the Water Resources and Civil Departments. He has a strong background in transportation, drainage, water, sewer, and storm drain design, as well as construction management. Relevant project experience includes Jacob A. Hands Wastewater Treatment Plant Odor Control Project, City of Las Cruces; Wastewater Treatment Plant Expansion Site/Civil Design, Pueblo of Santa Ana; and Comparison of Regional Regulations (CORR) Online Manual for Public Works Project Design in Bernalillo County (Author).
Electrical/Mechanical	Daniel Gonzales, PE Registration: NM PE #19969 Education: B.S., Electrical Engineering Technology, NMSU	Mr. Gonzales has 16 years of experience and is vice president of Molzen Corbin's Electrical Engineering Division. He has design experience in power, instrumentation and controls (I&C), renewable energy, specifications, pre-design analysis and reports, cost estimates, and construction coordination. Relevant projects include WWTP Improvements, Taylor Well No. 7, Taylor Well No. 2 Improvements, Rodriguez Park Effluent Reuse, WWTP Thickener, and Gallinas River Meter Replacement, City of Las Vegas; Joe Harvey Boulevard Streetscape Lighting (at NM 18), Hobbs; I-25 Beautification Project Lighting, Los Lunas; and Camino Primera Agua Street Improvements Lighting (near I-40), Tijeras.
	Andrew Reilly, PE Registration: NM PE #26915 Education: B.S., Electrical Engineering, Pennsylvania State University	Mr. Reilly has 18 years of experience as an electrical engineer and design specialist focusing on technical and conceptual design elements to meet safety, code, and client requirements. He is experienced in solar analysis and engineering, project management, and technical troubleshooting. Relevant project experience includes the Lift Station Electrical Design, City of Las Vegas; Four Hills Booster Pump Station Rehabilitation, ABCWUA; Griegos Booster Pump Station Rehabilitation, ABCWUA; and Rail Park Booster Station, Los Lunas.
	Paul Romero, PE Registration: NM PE #14932 Education: B.S., Mechanical Engineering, UNM	Mr. Romero has 26 years of experience in the design of HVAC, plumbing, process piping, and fire protection systems, as well as engineering analysis, project management, planning, and construction cost estimation. He is skilled in sustaining, optimizing, and improving existing facilities while ensuring design and construction meet building codes and client requirements.
Architecture	John Quinn Pate, RA, RLA Registration: RA NM #1784; RLA NM #87 Education: B.A., Architecture, University of New Mexico	Mr. Pate has more than 47 years of experience in architectural design. He has extensive hands-on experience in master planning and design of architectural and landscape architectural projects, which he has completed for numerous municipalities throughout the State of New Mexico. His water resources experience includes architectural design support for water and wastewater treatment facilities in numerous communities, including the Cities of Carlsbad and Albuquerque, Villages of Bosque Farms and Los Lunas, and Towns of Taos and Bernalillo.
	Vince Payne, RA, AIA Registration: RA NM #1784; RLA NM #87 Education: B.A., Architecture, University of New Mexico	Mr. Payne has over 37 years of experience in the construction, construction management, and architecture industry. He brings his vast knowledge of structural systems, construction materials, and construction methods to architectural designs to assure quality and constructability. His expert knowledge of critical and obscure building codes is often tapped to verify architectural designs protect the public's safety. Project experience includes Electrical Generator Replacement, Albuquerque Sunport; and Daniel Fernandez Gymnasium Addition, Village of Los Lunas.
Surveying	John Montoya, PE, PS, PTOE Registration: NM PE #12423, NM PS #13057, PTOE #3426 Education: B.S., Civil Engineering Tech, NMSU	Mr. Montoya has 38 years of experience. He serves as project manager, design engineer/technician, surveyor, and construction observer on public works projects across the Southwest. Project experience includes site development and the design of drainage and grading, stormwater detention basins, storm sewers, water transmission lines, water tanks, water system booster stations, sanitary sewer interceptors/collection lines, sanitary sewer lift stations, and sanitary sewer modeling.
Subconsultants	Brad Beacham, MA, RPA, Epsilon: Environmental Engineering Education: M.A., Anthropology, Eastern New Mexico University; B.A., Archaeology, Hamilton College	Epsilon Systems specializes in land use planning and environmental compliance support on federal, state, and private lands, pursuant to the National Environmental Policy Act (NEPA). Epsilon Systems provides a full array of natural and cultural resources management, NEPA support, documentation, permitting, and facility compliance analysis services. Mr. Brad Beacham has 18 years of experience in archaeological survey, testing, and data recovery throughout New Mexico, as well as public involvement, data collection, and document preparation experience related to NEPA. He currently serves as manager of Epsilon's Cultural Resource Program in New Mexico.
	Patrick Byres, PE, GeoTest: Geotechnical Registration: NM PE #8126 Education: B.S., Civil Engineering, UNM	Mr. Byres is the president and chief executive officer of GeoTest. He has 47 years of professional experience, including geotechnical and materials engineering on highways, bridges, roadways, commercial and industrial structures, earth and rock embankment dams, utilities, and mining operations throughout New Mexico and the Southwest. He is qualified to perform many tasks associated with construction, environmental, and geotechnical projects.
	Richard Pfeiffer, PE, QPEC: Structural Engineering Registration: NM PE #11155 Education: B.S., Civil Engineering, NMSU	Quiroga-Pfeiffer Engineering Corporation (QPEC) is a consulting engineering corporation, which provides quality structural engineering services to government agencies, architects, construction companies and other engineering firms. Mr. Pfeiffer has over 35 years of experience in structural design, including experience in educational facilities, hospitals, commercial office and retail buildings, and government office buildings. He has vast experience in the preparation of construction documents, design reports, and construction phase services.

D. Licenses

Molzen Corbin was first licensed as a professional service provider in the State of New Mexico in 1960, and we have been in business now for more than 63 years. We are legally qualified to do business in the categories of Civil Engineering, Water Resources Engineering, Architecture, Landscape Architecture, Electrical Engineering, Mechanical Engineering, and Surveying. We have included all requested corporate information on the City's **Offeror Information Form** (see page 2), as well as a copy of our State of New Mexico Resident Business Certificate (see page 17). If additional information is required, Molzen Corbin is more than willing to provide the City with any requested documentation.

The professional license numbers and certifications for proposed staff members are included in staff resumes (**Section C. Personnel Experience**). A copy of the professional licenses for our proposed principal-in-charge, Customer Service Manager, and key senior staff members are shown below.



E. Specialized Services Experience

About Molzen Corbin

Molzen Corbin is an employee-owned, New Mexico-based engineering and architecture firm. We apply more than six decades of technical expertise, institutional knowledge, and project experience to develop solutions tailored to your needs, serving as a trusted extension of your staff.

Molzen Corbin's fully staffed Water Resources Division is comprised of engineers whose professional and educational backgrounds are focused on water and wastewater engineering. Our Water Resources Engineers are supported by civil, electrical, and mechanical engineers, as well as architects and landscape architects, so our clients benefit from the convenience and cost savings of meeting diverse project needs with a centralized in-house team. Additionally, our in-house architects, electrical engineers, and construction observers have extensive specialized experience with water and wastewater facility and system planning, design, and construction administration services.

Water Treatment Engineering: Ensuring Safe Drinking Water for New Mexico

For 63 years, Molzen Corbin has had a dynamic effect in ensuring safe drinking water for New Mexico's citizens. We have completed more than 585 major water and wastewater projects for water associations, municipalities, pueblos, tribes, and state and federal agencies since 1960. We often work with clients over the span of several decades, providing the vital infrastructure needed to grow and develop communities. Our experience in the design of public water systems is illustrated in **Figure 2** at right.

Molzen Corbin has the specialized planning and technical competence to assist the City of Las Vegas with your engineering needs required for any projects required at the Water Treatment Plant. Although there are a limited number of surface water treatment plants in New Mexico, Molzen Corbin has worked with the communities of Raton, Chama, Ruidoso, Santa Fe, and Las Vegas on surface water treatment plants. Additionally, Molzen Corbin has significant experience with groundwater and wastewater treatment. Treatment engineering is an area of strength and expertise for Molzen Corbin and has been for many years. Our corporate experience also encompasses all aspects of water system engineering including ground and raw water supply, transmission, distribution, storage, pumping, and metering.

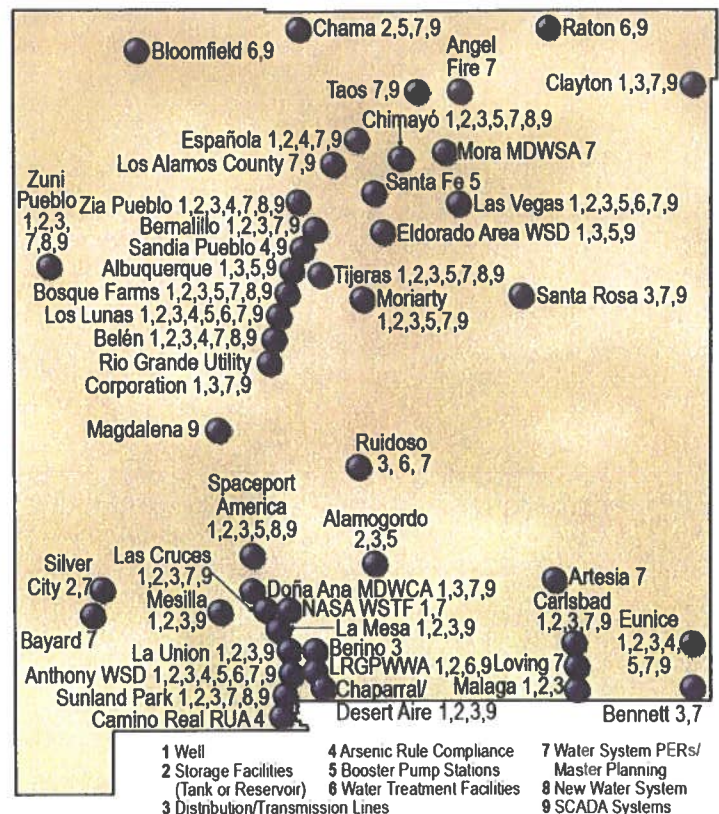


Figure 2. Molzen Corbin has worked on community water systems throughout New Mexico, including water treatment facilities.

Following are relevant examples of similar projects we have completed throughout New Mexico.

Phase II Design Study for Water Treatment Plant Expansion (1991) and Water System PER (2011), City of Las Vegas

Molzen Corbin has provided engineering services to the City of Las Vegas for more than 57 years, planning, helping to fund, and designing improvements to their water system. Since 1991, we have developed two inter-related planning documents to identify improvements that will maximize the City's surface water supply.

Phase II Design Study for Water Treatment Plant Expansion

Molzen Corbin completed preliminary design studies and analyses for improvements to the City of Las Vegas water treatment plant. Our efforts included detailed evaluations of plant hydraulics, pre-treatment, filtration, and disinfection system performance, and

solids handling facilities to determine what new facilities were required to bring the plant into compliance with SDWA/Surface Water Treatment Rule regulations. A major component of this design study was life cycle cost comparisons of pulsating sludge blanket, inclined tube settlers, and solids-contact clarification technologies to provide better pre-treatment before filtration. We also devised a way to integrate backwash solids and filter-to-waste water handling improvements into the existing yard piping which will allow the City to increase the net production from an average of 88 percent to better than 95 percent of the raw water feed rate. Unfortunately, the City did not have all the funding required to construct all of the recommended improvements at the WTP, so several improvements were placed on hold.

Finished Water PER (2011), City of Las Vegas

In 2011, Molzen Corbin developed a new PER, in RUS format, that addressed the expansion of the effluent re-use system, the finished water storage facilities, the water distribution system, and updated the needs to the water treatment plant. The proposed improvements at the WTP were separated into three planning/construction priority periods. The first addressed the immediate water quality and maintenance issues. The second addressed additional maintenance improvements, and the third addressed long term additional capacity required for the antici-

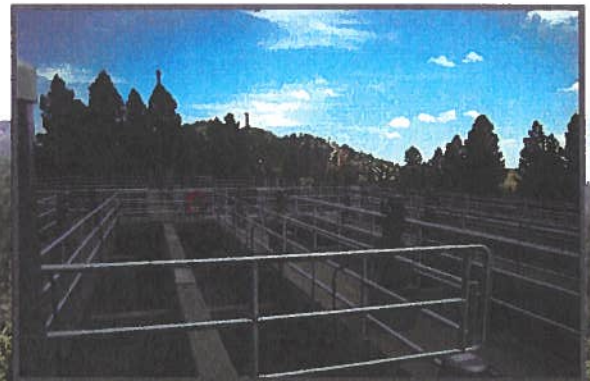
pated population increase and fire in the water shed contingency.

- Priority One proposed improvements to the treatment plant included the addition of an oxidation process to safely meet drinking water standards for disinfection of by-products, improve taste, and control odor, and to replace the roof on the filter building. The estimated cost was \$3.8 million.
- Priority Two recommended improvements included new outlet drains in existing backwash sludge and a new cover over the alum facilities. The estimated cost was \$150,000.
- Priority Three proposed improvements included a completely new clarifier structure and granular filters. The estimated cost was \$5.2 million. Other high-priority water system improvements recommended in the 2011 PER which complement the improvements at the WTP included increasing the water supply by placing Taylor Well No. 2 back into service, expansion of effluent-reuse facilities to irrigate more City parks and other areas currently irrigated with treated potable water, and the rehabilitation of the three existing water tanks.

To date, Molzen Corbin has designed approximately 20 projects identified in the 2011 PER.

Contact: Mr. Benito Lujan, Project Manager, 1335 1st Street, Las Vegas, NM 87701, (505) 462-3332

Molzen Corbin has provided engineering services to the City of Las Vegas for more than 57 years, planning, helping to fund, and designing improvements to their water system.



Buckman Water Treatment Plant, City and County of Santa Fe, NM

Molzen Corbin was a subconsultant on the Buckman Water Treatment Plan project in the City of Santa Fe to the CH2MHill/Western Summit Design Build Team. Our role was to design two finished water booster stations located in a common building at the water treatment plant.

- Booster Station #4A was designed to deliver 10 mgd at 102 feet of head. There were four 100-HP vertical turbine pumps mounted in cans. The discharge line was protected with a 2,000 gallon bladder surge tank.
- Booster Station #5A was designed to deliver 10 mgd at 400 feet of head. There were four 300-HP vertical turbine pumps mounted in cans. The discharge line was protected with a 6,000 gallon bladder surge tank.

Our design of the booster stations included all associated station piping, valves, electromagnetic flow meters, chemical carrier water booster pumps, and electrical/instrumentation/controls.

Molzen Corbin worked with a team of five consultants during design to coordinate the booster station design with other aspects of the project, which included the water treatment plant and piping design. We worked closely with the lead consultant to follow their strict design criteria and project format for plans and specifications.

Contact: Mr. John Dupuis, Public Utilities Department Director, P.O. Box 909, Santa Fe, NM 87504, (505) 795-0123

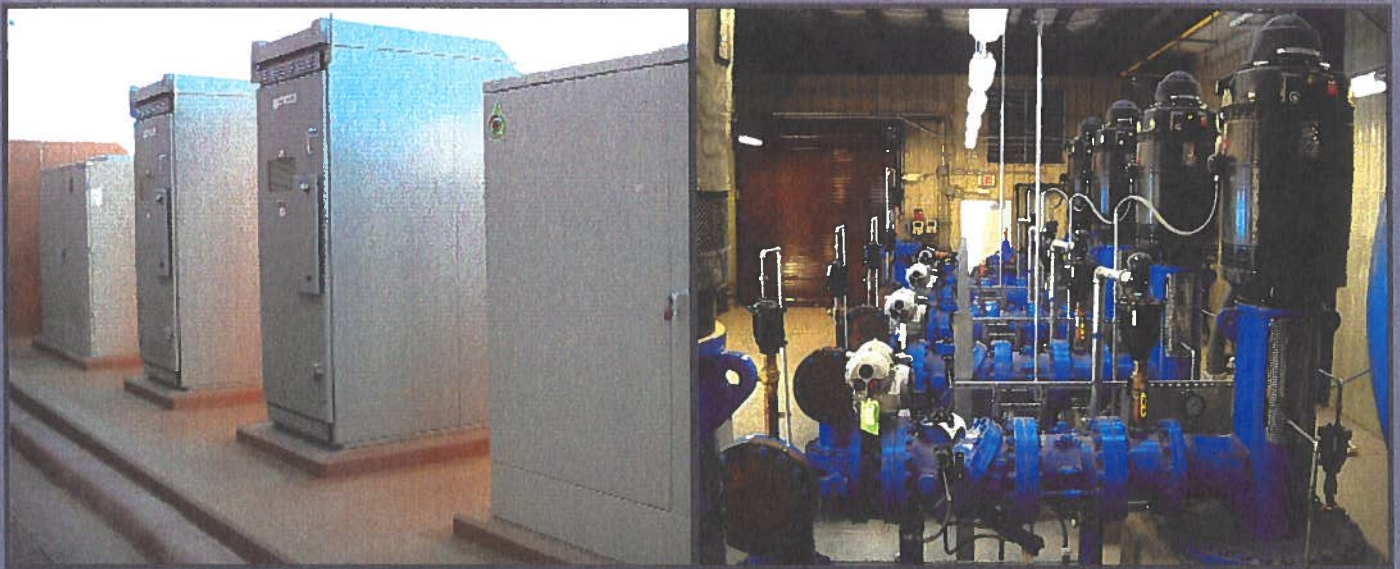
Chama Water Treatment Plant, Village of Chama

In 2015, the Village of Chama requested that Molzen Corbin provide professional water treatment engineering design and construction management services to modernize its water treatment plant. The Village owned and operated a water treatment plant that was approximately 20 years old and that produced on average 300 gpm. The existing water plant consisted of one water treatment pod in a metal building; however, the metal building was designed and built large enough to house two water treatment pods. Further, the building also had the existing piping to connect a new pod. The existing water treatment plant site included the treatment facility in a metal building and two water storage tanks.

This project was a high priority for the Village and the entire community to ensure safe drinking water for the following reasons:

- With only one treatment pod, the Village was not able to remove this pod from service for cleaning, repainting, or replacing the media.
- Operating two pods would allow the Village to improve the water quality by increasing the detention time through the treatment process and would provide a redundant treatment train.
- The Village would not be able to provide water to all of its residents if the existing treatment pod failed.

Molzen Corbin assisted the Village in designing a new water treatment pod that would be constructed within the space of the existing building. In addition,



Molzen Corbin provided complete electrical design for new Booster Stations #4A and #5A at the new Buckman Water Treatment Plant. The booster stations are housed in a single structure and consist of a combined 800HP of booster pumps powered by a 3,200A switchboard and feed from a redundant set of 2MVA service transformers.

Molzen Corbin designed and oversaw improvements to the backwash discharge ponds. The project was completed in 2017 on schedule and within budget.

Contact: Ms. Kristina Archuleta, Village of Chama, P.O. Box 794, Chama, NM 87520, (505) 756-2184

Reverse Osmosis Water Treatment Plant, AWSD

The Anthony Water & Sanitation District (AWSD) is entirely dependent on ground water to serve the community. The District asked Molzen Corbin to improve the quality of its water, which contained as much as 1,300 PPM dissolved solids and levels of arsenic and nitrate far above the standards set by the EPA. Molzen Corbin designed a centralized water treatment facility to handle water from all active wells in the system (Wells 1, 3, 4, and 6). Our engineers chose reverse osmosis treatment technology because it is capable of removing both arsenic and nitrate, with the added benefit of reducing the total dissolved solids content in the water (commonly referred to as hardness), which goes beyond EPA compliance to improve taste and overall quality.

The project was implemented in two phases. First, Wells 1 and 4 were re-drilled using selective zone sampling and screening for the best water quality possible and to determine the appropriate treatment system. Second, a centralized treatment system and

associated piping was designed to bring water from the four active wells to one location.

The design incorporated a complex pre-treatment system to properly filter and condition the water before entering the reverse osmosis system to achieve a high level of treatment performance.

The system treats 600 gallons of water per minute, and is configured to allow water from any wells to be treated with reverse osmosis and blended with water from other wells.

Contact: Mr. Jose Terrones, Superintendent, P.O. Box 1751, Anthony, NM 88021, (575) 882-3922



Molzen Corbin helped the Village of Chama to improve system redundancy and increase capacity of their surface water treatment plant by installing a second treatment train.



F. Documentation

Documentation of education, certifications, licenses, and qualifications are featured under **Section C. Personnel Experience**. Copies of professional licenses for key personnel are provided in **Section D. Licenses**.

G. Financial



April 14th, 2023

To: Whom it May Concern

Molzen – Corbin has been an exemplary client of Bank of Albuquerque since July 2003. The Company is managed by individuals who are very knowledgeable, experienced, and of high integrity. Overall, we feel Molzen-Corbin & Associates, Inc. conducts its banking and finance in a satisfactory manner and is well managed. The Bank's depository relationship with the Company consists of several depository accounts with a total average balance over the last year in the high seven figures. This letter is given in strict confidence for the benefit of Molzen-Corbin & Associates, Inc. for reference purposes only. Please feel free to contact me if you require additional information.

Justin Reiter

A handwritten signature in blue ink, appearing to read 'J. Reiter', written over the printed name.

VP, Commercial Banking

Bank of Albuquerque

505-222-8409

jreiter@bankofalbuquerque.com

H. Additional Information

Familiarity with the City of Las Vegas

There is no engineering consultant more thoroughly familiar with the City of Las Vegas than Molzen Corbin. Since 1964, we have provided consultation, planning, design, and construction inspection services to the City of Las Vegas in the areas of street improvements, drainage, airport planning and design, industrial park planning and design, grant procurement and administration, utility rate studies, wastewater collection and treatment, and water supply, storage, and distribution planning. We have sustained this high level of dedication, commitment, and ongoing support for the City of Las Vegas for more than 57 years. This dedicated partnership with the City continues today with the on-call contracts we have with the Utilities and Public Works Departments.

Proximity to the City of Las Vegas

Molzen Corbin's Albuquerque office is 122 miles from the City of Las Vegas, and we can be on-site in less than two hours. We will continue to provide responsive, personalized services to the City under this on-call contract. The Molzen Corbin team makes frequent trips to Las Vegas in support of our current on-call contracts.

Project Experience with the City

Molzen Corbin has an extensive and unparalleled water and wastewater project history with the City of Las Vegas as shown in **Figure 3**; water system project highlights with the City are provided below. Additionally, we also have a long history of providing civil and drainage engineering support for the City as shown in **Figure 4** on the next page. These projects further illustrate our knowledge and familiarity with the City, its infrastructure, and its regulations and policies.

Water System PER

In 2011 Molzen Corbin developed a new PER, in RUS format, that addressed the expansion of the effluent re-use system, the finished water storage facilities, the water distribution system, and updated the needs to the WTP. The proposed improvements at the WTP were separated into three planning/construction priority periods. The first addressed the immediate water quality and maintenance issues. The second addressed additional maintenance improvement, and the third addressed long term additional capacity required for the anticipated population increase and fire in the water shed contingency.

Figure 3. Molzen Corbin's Water and Wastewater Project History in Las Vegas

Planning/ Studies/ PERs	<ul style="list-style-type: none"> • 2017 Water Master Plan • 2018 Waste Water Master Plan • 2011 Finished Water PER • 1988 Water Master Plan • Water Treatment Facility Plant Phase II Design Study • Water Supply Alternatives Evaluation • Raw Water Storage Alternatives Evaluation • Water Loss Evaluation and Implementation Plan • Hydraulic Capacity Evaluation of Northern Service Area • Taylor Well Field Evaluations • Taylor Well Field Operations Manual • Water Supply Needs & Alternatives Summary Report • Utility Rate Analysis • State Police Building Needs Architectural Technical Assessment
Water Supply	<ul style="list-style-type: none"> • Taylor Well No. 4: Tank, Booster Pump Station, Well Trans. Line • Taylor Well No. 2: Well, Well Building, Well Transmission Line • Taylor Well No. 7 Phase I and Phase II • Solid Waste Transfer Station Water Tank
Water Distribution	<ul style="list-style-type: none"> • North Gonzales Waterline Replacement • Pressure Reducing Valve (PRV) System Improvements • Cinder Road Water Improvements • Cabin Site Tank Rehabilitation • Camp Luna Altitude Control Valve Replacement • North Grand Waterline Replacement • NM 518 Utility Improvements from Legion Drive to Storrie Lake • Water System Modeling and Update • Mills Avenue Utility Improvements • East Loop Segment A and Segment B • Taos Street Waterline Repair • Storrie Lake Waterline Repair • Cabin Site Supplemental Tank • Westside Water Improvements • Solid Waste Transfer Station Water System
Water Transmission	<ul style="list-style-type: none"> • 12" Transmission Line from Camp Luna to Valencia Tank • 8-inch Water Line from Taylor Well No. 4 to Valencia Tank
Wastewater Treatment	<ul style="list-style-type: none"> • North Grand Effluent – Phase I • Supplemental Facilities Plan/PER for Improvements to Wastewater Treatment Plant • Wastewater Treatment Plant Renovations Study • Wastewater Treatment Plant Improvements • Operations Services • Sludge Disposal Facilities • Sludge Thickener • Entrance Works Enclosure • PNM Effluent Tank
Effluent Reuse	<ul style="list-style-type: none"> • Cinder Road Effluent Line • Rodriguez Park Effluent Reuse • New Mexico Avenue Effluent Line Crossing • Gallinas River Effluent Line • North Grand Effluent – Phase I
Sewer	<ul style="list-style-type: none"> • 2002 Sewer System Improvements • Cinder Road Sewer Interceptor

Other high-priority water system improvements recommended in the 2011 PER included increasing the water supply by placing Taylor Well No. 2 back into service, expansion of effluent-reuse facilities to irrigate more City parks and other areas currently irrigated with treated potable water, and the rehabilitation of the three existing water tanks.

Other Water System Improvements, City of Las Vegas

- **2017 Water Master Plan** – Molzen Corbin identified water system improvements for the City wellfield, storage facilities, distribution system, and effluent reuse system, and evaluated the City's needs and goals in order to prioritize improvements over the next 20 years.
- **Taylor Well Field Operations Plan** – Molzen Corbin completed an operations plan to assist the City with operation of the Taylor Wellfield, including which Wells to utilize together and various activities necessary prior to startup.
- **Cinder Road Water System Improvements** – Involved design and installation of over 6,000 linear feet of water system improvements to connect dead end lines and provide for better distribution in the area of Cinder Road, Palo Verde Drive, and El Camino Road. A pressure-reducing valve station was installed on El Camino Road, including a primary pressure-reducing valve and a small bypass pressure-reducing valve for low flows.
- **East Loop Segment A and Segment B** – The East Loop water distribution system improvements were designed and constructed to help loop dead end lines, provide fire protection, and provide water service to the northeast side of the City.
- **Cabin Site Tank Rehabilitation** – Involved inspection and rehabilitation of the most critical City storage tank. The tank was rehabilitated to extend its service life and continue to provide a critical 5 million gallons of storage for years to come.

Past Project Performance

Molzen Corbin has sustained a strong track record for delivering quality projects on time and within budget. **Figure 5** illustrates our successes in cost estimating and in the timely delivery of projects. Our strategies to control costs, meet schedules, and ensure quality are detailed below.

Cost Control

Control of construction costs is a critical element that is very important to the success of a project. Although we cannot control the inflationary costs that affect labor and materials involved in construction, we pride ourselves in assisting our clients in controlling costs to the maximum extent possible. Based on our nearly 63 years of experience, we have found that there are critical elements that are key to cost control, including:

- **Production of an Excellent Set of Plans:** The most important item in receiving a fair bid and avoiding construction change orders is an excellent set of plans and technical specifications. It is criti-



cal that the Contract Documents are clear about what is expected from the Contractor. We are proud of our track record in producing clear and thorough plans and specifications and we have historically been highly complimented by contractors and our clients for the clarity and thoroughness of our plans and specifications.

- **Communication Throughout Design and Construction:** Communication with the client and the contractor throughout design and construction is a critical element to cost control. We establish a budget early on and use meeting milestones to communicate project progress and estimated costs. In this way, project costs do not get out of control. In addition, several meetings are held throughout the construction phase to discuss issues in advance of them potentially becoming problems which result in change orders.
- **Use of Design Team to Manage Construction:** It is critical that the design project manager continues with the project to manage the construction. There is nobody more familiar with what is required during construction than the designer. Such active involvement during construction helps to ensure the Contractor complies with all details in the Contract Documents without processing unwarranted change orders.

- **Field Anticipation by Construction Observer:** The construction observer must be proactive to anticipate the next construction activity prior to its start. In this way, the observer can help anticipate and possibly mitigate any conflicts which can many times be avoided prior to construction. This saves unnecessary change orders.

Schedule Control

Molzen Corbin's success in delivering projects on time is due primarily to three important factors:

- **Detailed Project Schedule:** A detailed project schedule is developed and includes critical milestones and activities required of all stakeholders including project production and review. The schedule is used as a tool to help manage project progress and regularly scheduled meetings are used to secure valuable input.
- **Local Project Control:** Because Molzen Corbin is a New Mexico-based company and is locally-owned and operated, project control is established effectively and efficiently. The local control allows dedication of all resources needed to meet critical deadlines while providing the agility needed for unanticipated changes.
- **Team Experience:** Our team has been working together on many past projects for many years. As a result, we have honed our work processes to maximize efficiency and minimize costs for the client. We have honed our work processes to maximize efficiency and minimize costs for the client.

Quality Control

Quality Control (QC) as practiced at Molzen Corbin is a preventive system rather than a detection system. A preventive system allows for inspection concurrent with production.

Quality expectations are made clear to team members at the project kickoff meeting. At 60% and 90% design completion, plans move through a three-level quality assurance program:

- **Level I:** The design team will review each plan for quality, accuracy, and adherence to design standards.

- **Level II:** Plans will be reviewed by Mr. Jerry Paz, PE. Any plan not meeting quality standards will be returned to the project team for rework.
- **Level III:** Plans that pass Level I and II will undergo a final, in-depth quality review for accuracy, adherence to design standards, readability, and overall quality. Any plan not meeting our strict quality standards will be reworked and re-reviewed.

This system minimizes error and rework, allows for immediate adjustment of faulty premises, and enables the effective adoption of process improvements. **The benefits of this system are cost savings to the City of Las Vegas and improved (shortened) schedules.**

References

The best proof of the quality of our services lies with our clients. We strongly encourage the City to contact the our references provided in **Section E. Specialized Services Experience** for a first-hand account of our ability to deliver high-quality projects on time and within budget.

Plan to Perform Services

Management Approach

Molzen Corbin is committed to delivering maximum value with every conversation, task and project. We have more municipal "on-call" experience than any other consultant or team. We are aware that the key to any good relationship is to provide outstanding service at a reasonable cost. We will provide services in the following manner:

- **We Will Provide a Highly Knowledgeable Customer Service Manager.** Mr. Jonah Ruybalid, PE, CFM, is very knowledgeable with our on-call clients and processes. He currently serves as our project manager for our on-call contracts with both the Utility and Public Works Departments in the City of Las Vegas, as well as our on-call contracts with the City of Belen and the GCMDWCA. A single point of contact provides the City with efficient access to our project team, whether the request involves engineering, architecture, grants assistance, or

Project/Client	Estimate	Bid	Closeout	Owner's Deadline	Completion Date
Hanna Park Effluent, City of Las Vegas	\$600,000	\$683,068	\$660,035	December 2022	December 2022
Double Eagle Phase 3 Water System Improvements, Carlsbad	\$11,062,166	\$11,546,746	\$11,621,305	October 2020	October 2020
Waterline Extension Project, AWSD	\$855,000	\$828,751	\$892,689	March 2019	March 2019
Cinder Road Water System Improvements, City of Las Vegas	\$586,000.00	\$521,988	\$462,405	February 2018	February 2018

Figure 5. History of past performance on similar projects.

other services. However, you are always welcome to contact anyone on our staff directly.

- **We Work "On-Call."** We stand ready to assist the City at a moment's notice on both large scale and smaller work that is performed on a day-to-day basis, including legislative requests, cost estimates, miscellaneous reviews and technical consultations. We understand that these services are commonly paid from a "General Fund" and try to minimize these hours whenever feasible.
- **Ongoing Communication.** As we do with all our clients, we will consistently visit the City to review and discuss your upcoming projects and to take care of any issues that require direction or discussion.

Technical Approach

Following is our approach to accomplish tasks under the City of Las Vegas water treatment plant engineering services contract, which demonstrates Molzen Corbin's capabilities. Our engineering and architectural professionals constantly evaluate every element of every task to create cost savings, cost deferrals, and/or lower lifecycle costs.

- **Project Scoping/Programming:** Work with the City to fully define the scope for each project. This may be the most important step in any project. To fully understand your needs, we will continue to work closely with the City in an open exchange of ideas. Using your input, we will develop a project scope that is a full and accurate reflection of your needs and goals.
- **Studies:** Gather data including on-site measurement, drainage studies, master plans, utility rate studies, and other pertinent information.
- **Preliminary and Final Design:** Prepare complete working drawings, technical specifications, contract documents for bidding (e.g., bonds, insurance, etc.), quantity take-offs, and cost estimates.
- **Bidding:** Provide assistance in advertising for bids, distributing plans and documents for bidding, receiving and tabulating bids, recommending award, checking bond and insurance forms, and issuing notice to proceed for construction.
- **Construction:** Provide project/construction observers and inspection services if desired.
- **Project Closeout:** Prepare drawings for permanent records, including changes. Provide O&M manuals and operator training for treatment plants or electrical system projects.

Based on our previous experience and familiarity with the City's WTP, Molzen Corbin

can hit the ground running on required improvements. We completed our first project at the WTP in 1996, which included the raw water pump station, backwash tank improvements, sludge lagoon improvements, the solids disposal lift station, the pretreatment facility, and yard piping improvements. More recently, we completed the Water System PER that updated the needs to the WTP. In addition, we are currently working on the raw water sediment removal in the Upper Canyon. Our vast experience at the WTP saves the City time and money; there is no learning curve or duplication of effort.

Ability to Conduct Public Meetings and Presentations

Nearly all of Molzen Corbin's infrastructure projects have involved public outreach efforts. We have worked with committees, focus groups, special interests and municipal/public staff to develop comprehensive analyses of critical local issues. Our approach focuses on raising public awareness and then encouraging and documenting community input.

Current Volume of Work

Molzen Corbin currently has the following projects with the City of Las Vegas that are less than 75% complete with respect to basic design services:

- Taylor Well No. 4 Rehab (On Hold)
- Upper Canyon Sediment Removal Facility (10%)

New Mexico Resident Business Status

Molzen Corbin is a New Mexico-based business. Our Resident Business Certificate Number is L1755217584. Please see a copy of our New Mexico Resident Business Certificate below.

STATE OF NEW MEXICO	
TAXATION AND REVENUE DEPARTMENT	
RESIDENT BUSINESS CERTIFICATE	
Issued to: MOLZEN-CORBIN & ASSOCIATES, INC. DBA: MOLZEN-CORBIN & ASSOCIATES, INC. 2701 MILES RD SE STE 200 ALBUQUERQUE, NM 87106-3228	
<div style="border: 1px solid black; padding: 5px; display: inline-block;">Expires: 17-Nov-2023</div>	
Certificate Number L1755217584	 Stephanie Schardin Clarke Cabinet Secretary
THIS CERTIFICATE IS NOT TRANSFERABLE	



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

Meeting Date: July 19, 2023

Date Submitted: 7/7/23

Department: City Clerk

Item/Topic: Discussion/Direction regarding Questions to be placed on the ballot for the upcoming Regular Local Election on November 7, 2023

Attachments:

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

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____