



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
January 9, 2019–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. DISCUSSION ITEMS**
 1. Traffic Safety Bureau Grant funds for Las Vegas Police Department for overtime to conduct End DWI, Buckle Up and STEP operations throughout the City.

David T. Bibb III, Police Chief The Las Vegas City Police Department is requesting approval to accept funding in the amount of \$19,471.00 from the Traffic Safety Bureau for overtime to conduct traffic operations.
 2. Resolution No. 19-02 assuring the availability of funds for the lease/purchase of a new 2018 Elgin Whirlwind Dual Broom Sweeper.

Danny Gurule, Interim Public Works Director As part of the State Procurement Code submittal criteria for the lease/purchase of a 2018 Elgin Whirlwind Dual Broom Sweeper, it is required that a resolution of support from our Local Governing Body and in complying with this criteria, staff is requesting that this resolution be approved for the lease/purchase of a new sweeper, first payment being \$31,944.77 and thereafter \$5,276.98 monthly.

3. Resolution No. 19-03 assuring the availability of funds for the purchase of a new 2019 Ford F-750 Bucket Truck through Don Chalmers Ford Company and Clark aerial lifts. Total price including aerial lift is \$220,601.32.

Danny Gurule, Interim Public Works Director As part of the Procurement Code submittal criteria for the purchase of a 2019 Ford F-750 Bucket Truck, it is required that a resolution of support from our Local Governing Body, and in complying with this criteria, staff is requesting that this resolution be approved for the purchase of a new bucket truck.

4. Award request for bid #2019-05 for the Mills building rehabilitation project to Stoven Construction, Inc.

Maria Gilvarry, Utilities Director This project includes rehabilitation and renovation of the Mills building for use by Utilities as a customer service and payment center.

5. Request to purchase one transport truck for the Solid Waste division.

Maria Gilvarry, Utilities Director The City of Las Vegas Solid Waste division is in need of additional equipment to include a transport truck. The truck that is being used now has a blown engine and it would not be cost effective to repair it. The division would like to purchase a used transport truck to haul green waste to Wagon Mound as required by the New Mexico Environment Department. The cost of the truck is \$50,863.

6. Request to purchase one transport trailer for the Solid Waste division.

Maria Gilvarry, Utilities Director The City of Las Vegas Solid Waste division is in need of additional equipment to include a transport trailer. The trailer that was being used has been taken out of service because it has been deemed unsafe due to corrosion on the sidewalls. The division would like to purchase a transport trailer to haul refuse to Wagon Mound. The cost of the trailer is \$101,415.80.

7. Resolution #19-04.

Tana Vega, Interim Finance Director The City is in need of repealing and replacing Resolution 18-43 at the request of the New Mexico Department of Finance and Administration to clarify budget adjustment adjusting various funds budgeted revenues, expenditures and transfers in and out.

8. Resolution #19-05.

Tana Vega, Interim Finance Director The City is in need of repealing and replacing Resolution 18-45 at the request of the New Mexico Department of Finance and Administration to clarify budget adjustment adjusting various funds budgeted revenues, expenditures and transfers in and out.

9. Resolution #19-06.

Tana Vega, Interim Finance Director The City of Las Vegas is requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget.

VIII. EXECUTIVE SESSION

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

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

IX. ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/28/18

DEPT: Police

MEETING DATE: 01/09/19

DISCUSSION ITEM/TOPIC: *Traffic Safety Bureau Grant funds for Las Vegas Police Department for overtime to conduct End DWI, Buckle Up and STEP operations throughout the City.*

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to accept funding in the amount of \$19,471.00 from the Traffic Safety Bureau for overtime to conduct traffic operations.

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.




CHIEF DAVID T. BIBB III

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

**TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**



October 31, 2018

Ms. Beatrice Salazar
Las Vegas Police Department
318 Moreno Street
Las Vegas, NM 87701

RE: Project Agreement

Dear Ms. Salazar:

Enclosed is one fully executed project agreement for the federal 2019 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
19-AL-64-050	23 U.S.C. § 164	20.608	69A37518300001640NMA	10/06/2017	\$8,826.00
19-OP-RF-050	State Road Fund				\$3,080.00
19-ST-RF-050	State Road Fund				\$7,565.00

2 CFR Subpart F 200.500-521

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Billy Moore
Commissioner
District 6

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2018, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {18}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI

- Large Agency (Populations above 100,000) – 1 DWI in 28 hours
- Medium Agency (Populations 50,000 – 99,000) – 1 DWI in 32 Hours
- Small Agency (Populations below 50,000) – 1 DWI in 36 hours


BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,


Franklin Garcia, Director
Traffic Safety Division

Enclosure

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS04524			
Government Unit:	Las Vegas PD			
Contract term:	(12/11/2018 – 09/30/2019)			
Vendor Number:	0000054343	Address ID:		
Grantee Contact Info				
Project Director and Title:		Pamela Sandoval, Commander		
Phone:	(505) 425-7504, (505) 426-5525 C	E-mail:	psandoval@lasvegasnm.gov	
Agency Name:		Las Vegas PD		
Address:		318 Moreno Street		
City, State ZIP:		Las Vegas, NM 87701		
TSD Contact Info				
Program Manager:	Cora Lee Anaya	Phone:	505-490-1183	
Budget Breakdown				
Funding	Project Number	Amount	Fund	Source
ENDWI	19-AL-64-050	\$8,826	10010	164 AL
BKLUP	19-OP-RF-050	\$3,080	20100	Road Fund
STEP	19-PT-RF-050	\$7,565	20100	Road Fund
Total		\$19,471		

CONTRACT NUMBER: TS04524

GRANTEE DUNS NUMBER: 627298516

VENDOR NUMBER: 0000054343

GRANT AGREEMENT

This grant agreement (Agreement) is between the New Mexico Department of Transportation (**Department**) and City of Las Vegas (**Grantee**), collectively referred to as "the Parties." The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (**ENDWI**), Project No. 19-AL-64-050, \$8,826.00;
 - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 19-OP-RF-050, \$3,080.00;
 - c. Selective Traffic Enforcement Program (**STEP**)/100 Days and Nights of Summer (**DNOS**), Project No. 19-ST-RF-050, \$7,565.00;
 - d. Total Funding awarded per this Agreement \$19,471.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP/DNOS.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Bureau Financial Management Manual June 22, 2016, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty

days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. Officials Not to Benefit. The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. Termination. The Department may terminate this Agreement for any reason, by giving the Grantee thirty days written notice. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. Appropriations. The Grantee acknowledges that:

- a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. Compliance with Law. The Grantee, its employees, agents and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
- b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation);
- c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through

52-1-70, and related regulations;

d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and

e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."

9. Notices. For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to NMDOT at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Las Vegas Police Department
Attn: Chief
318 Moreno Street
Las Vegas, NM 87701

10. Severability. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. Tort Claims. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

12. Jurisdiction and Venue. The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. Project Responsibility. The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. Term. This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at midnight on September 30, 2019, unless earlier terminated as provided in section 6 or section 7.

15. Applicable Law. The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.

16. Amendment. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.


17. No Third-party Beneficiary. This Agreement does not confer any rights or remedies on


anyone other than the Department and the Grantee.

18. Merger. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.


19. Disadvantaged Business Enterprise. The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Each party is signing this Agreement on the date stated opposite that party's signature.

Date: 12/11, 2018 By: 
Cabinet Secretary or Designee

Date: 11-27, 2018 By: 
CITY OF LAS VEGAS
Title: Mayer

Approved as to form and legal sufficiency.

Date: November 8, 2018 By: 
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.


Date: November 21, 2018 By: 
Counsel for City of Las Vegas

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 19-AL-64-050

1. Scope of Work. The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 6 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below:

2. Definitions. For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 9, 2018 to January 5, 2019.

"St. Patrick's Day Mini Superblitz Period" means March 15 to March 23, 2019.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2019.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2019.

"National DWI Mobilization Period" means August 16 to September 2, 2019.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. Training and qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The

Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy.; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2019. If the final claim is submitted after October 31, 2019, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
- c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
- d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.

5. Reporting. The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be 23 U.S.C. Section 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$8,826.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$8,826.00

7. Goals. The Department's performance goals for the state are to limit the increase in alcohol-impaired fatalities to 6 percent from 118 in 2016 to 125 by December 31, 2019. (FARS, Annual)

8. Equipment. The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 19-OP-RF-050

1. Scope of Work. The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below:

2. Definitions. For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 9, 2018 to January 5, 2019.

"St. Patrick's Day Mini Superblitz Period" means March 15 to March 23, 2019.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2019.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2019.

"National DWI Mobilization Period" means August 16 to September 2, 2019.

"National Occupant Protection Mobilization Click It or Ticket period" means May 20 to June 2, 2019.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. Training and qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The

Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2019. If the final claim is submitted after October 31, 2019, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
- b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- c. assistance at child safety seat clinics or car seat fitting stations.

5. Reporting. The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$3,080.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$3,080.00

7. **Goals.** The Department's performance goals for the state are to:
 - a. Limit the increase in five-year average unrestrained fatalities to 10.5 percent from 105 in 2016 to 116 by December 31, 2019. (FARS 5-year averages)
 - b. Increase the seatbelt use percentage by .5 percent from 91.5 in 2017 to 92 by December 31, 2019. (State, Annual)
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and 100 DAYS AND NIGHTS OF SUMMER (DNOS) Project Number: 19-ST-RF-050

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. **The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the 100 Days and Nights of Summer enforcement period which runs June 22, 2019 through September 30, 2019.**

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2019. If the final claim is submitted after October 31, 2019, the claim must be accompanied by a

justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
- b. training for officers not previously trained in STEP.

5. Reporting. The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding – The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$7,565.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$7,565.00

7. Goals. The Department's performance goals for the state are as follows:

- a. Limit the increase in five-year average speeding-related fatalities by 10 percent from 130 in 2016 to 143 by December 31, 2019. (FARS, 5-year averages)
- b. Limit the increase in alcohol-impaired fatalities to 6 percent from 118 in 2016 to 125 by December 31, 2019. (FARS, Annual)
- c. Increase the seatbelt use percentage by .5 percent from 91.5 in 2017 to 92 by December 31, 2019. (State, Annual)
- d. Reduce the number of fatalities in distracted driving crashes by 3.1 percent from 159 in 2016 to 154 by December 31, 2019. (State, 5-year averages)

8. Equipment. The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit D –CERTIFICATIONS AND ASSURANCES
for Fiscal year 2019 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)

[The Governor's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

State: New Mexico

By applying for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION" OR "ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.
- As a Condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to-
 - 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
- At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
- The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
- The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seatbelts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
- The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
- The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

OTHER REQUIRED CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following additional certifications and assurances:

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in Federal awards;
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

Nondiscrimination

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in**

Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including

termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restrictions on State Lobbying

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America Act

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

WORK SESSION

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/02/2019

DEPT: PUBLIC WORKS **MEETING DATE:** 1/09/2019

ITEM/TOPIC: Resolution No. 19-02 assuring the availability of funds for the lease/purchase of a new 2018 Elgin Whirlwind Dual Broom Sweeper.

BACKGROUND/RATIONALE: As part of the State Procurement Code submittal criteria for the lease/purchase of a 2018 Elgin Whirlwind Dual Broom Sweeper, it is required that a Resolution of support from our Local Governing Body and in complying with this criteria, staff is requesting that this Resolution be approved for the lease/purchase of a new sweeper, first payment being \$31,944.77 and thereafter \$5,276.98 monthly.

Budgetary provisions have been made in the Public Works Department during the 2019/2020 fiscal year.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

TANA VEGA
INTERIM FINANCE DIRECTOR
(Procurement)

ESTHER GARDUNO-MONTOYA
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED

PURCHASING AGENT (For Bid/RFP Award)

**CITY OF LAS VEGAS
RESOLUTION NO. 19-02**

A resolution authorizing submission of a Lease Agreement for the City of Las Vegas Public Works Department with Tax- Exempt Leasing Corp., a bid for leasing of a 2018 Elgin Whirlwind Dual Broom Sweeper.

WHEREAS; the governing body of the City of Las Vegas, desires to obtain a 2018 Elgin Whirlwind Dual Broom Sweeper; and

WHEREAS; the equipment is essential for the City to perform its governmental functions; and

WHEREAS; the City desires to lease such equipment, and funds made available under such lease will be applied to the acquisition of such equipment; and

WHEREAS; the City has taken the necessary steps to arrange for the acquisition of the equipment and related lease; and

NOW THEREFORE, BE IT RESOLVED; by the governing body of the City of Las Vegas, as follows:

- Section 1. The City of Las Vegas accepts the lease from Tax-Exempt Leasing Corp. in the amount of first payment being \$31,944.77 and thereafter \$5,276.98 monthly, covering a period of 5 years.
- Section 2. It is hereby found and determined that the terms of the Lease in the form presented to this meeting are incorporated in this Resolution are in the best interests of the City for the acquisition of the equipment.
- Section 3. The Lease and the acquisition and financing of the equipment under the terms and conditions as described in the Lease are hereby approved.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF JANUARY, 2019.

CITY OF LAS VEGAS

ATTEST:

Mayor

Casandra Fresquez, City Clerk



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
40 Vendors Awarded

Telephone No. _____

Price Agreement Number: 50-000-15-00059

Price Agreement Amendment No.: Six

Term: June 22, 2015-June 21, 2019 _____

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Susan L. Phillips *slp*

Telephone No.: (505) 827-0488

Title: Highway and Off Road Heavy Equipment and Truck Repairs (Parts & Labor)

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 22, 2018 to June 21, 2019 at the same price, terms and conditions. Vendors AA to AC, AE, AG to AP, AR to AS, AU to AZ, BA to BF, BH to BS agree to extend. Vendors AF and AT were non-responsive.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 5/21/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
LM/slp

Pete's Equipment Repair, Inc.



Cleaning and Protecting Our Communities

1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

June 26, 2018

City of Las Vegas
Daniel Gurule
Street Manager

Dear Mr. Gurule

I am pleased to offer you a new 2018 Elgin Whirlwind dual broom sweeper mounted on a 2018 Freightliner M2 chassis via the NMDOT Contract Number 70-805-17-15647 for \$281,814.78. This price includes the following options:

Base Unit	\$277,510.38
Option A Tech Manual	\$ 198.90
Option B Parts Book	\$ 76.50
Option E Front Spray Bar	\$ 1,173.00
Option F Side Broom Tilt Right	\$ 969.00
Option F Side Broom Tilt Left	\$ 969.00
Option G Rear Lights	<u>\$ 918.00</u>
Total	\$281,814.78

If you have any questions, please give me or Bill Pedigo a call. The contract price includes delivery and training.

Thank you for this opportunity,

Digitally signed by
Pete Marquez, Jr.
Date: 2018.06.28
15:08:01 -06'00'

Pete Marquez, Jr.
Sales Manager



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3354513	Payment Amount 1 @ \$31,944.77; 2-55 @ \$5,276.98	Frequency of Payments Monthly
Beginning <u> </u> Month <u> </u> Year	Day of Month 20th	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of Las Vegas, New Mexico	
Signature	Printed Name and Title
Tax ID Number 85-6000149	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 12-17-2018

BILL TO:

CITY OF LAS VEGAS, NEW MEXICO
ATTN: ACCOUNTS PAYABLE
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (847) 247-0771

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3354513	05-20-2019	05-20-2019	\$31,944.77

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF DECEMBER 20, 2018	PAYMENT AMOUNT: \$31,944.77
ONE (1) 2018 ELGIN WHIRLWIND DUAL BROOM SWEEPER MOUNTED ON ONE (1) 2018 FREIGHTLINER M2 CHASSIS	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$31,944.77
	TOTAL DUE

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 20, 2018, between Tax-Exempt Leasing Corp. (Obligee) and City of Las Vegas, New Mexico (Obligor)

Date of First Payment: May 20, 2019
 Original Balance: \$281,814.78
 Total Number of Payments: Fifty-Five (55)
 Number of Payments Per Year: Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	20-May-19	\$31,944.77	\$5,729.32	\$26,215.45	\$262,710.10
2	20-Jun-19	\$5,276.98	\$1,030.92	\$4,246.06	\$258,221.25
3	20-Jul-19	\$5,276.98	\$1,013.80	\$4,263.18	\$253,718.93
4	20-Aug-19	\$5,276.98	\$996.60	\$4,280.38	\$249,203.11
5	20-Sep-19	\$5,276.98	\$979.34	\$4,297.64	\$244,673.74
6	20-Oct-19	\$5,276.98	\$962.00	\$4,314.98	\$240,130.78
7	20-Nov-19	\$5,276.98	\$944.60	\$4,332.38	\$235,574.19
8	20-Dec-19	\$5,276.98	\$927.13	\$4,349.85	\$231,003.93
9	20-Jan-20	\$5,276.98	\$909.58	\$4,367.40	\$226,419.96
10	20-Feb-20	\$5,276.98	\$891.97	\$4,385.01	\$221,822.24
11	20-Mar-20	\$5,276.98	\$874.28	\$4,402.70	\$217,210.73
12	20-Apr-20	\$5,276.98	\$856.52	\$4,420.46	\$212,585.38
13	20-May-20	\$5,276.98	\$838.69	\$4,438.29	\$207,946.16
14	20-Jun-20	\$5,276.98	\$820.79	\$4,456.19	\$203,293.02
15	20-Jul-20	\$5,276.98	\$802.82	\$4,474.16	\$198,625.92
16	20-Aug-20	\$5,276.98	\$784.77	\$4,492.21	\$193,944.82
17	20-Sep-20	\$5,276.98	\$766.65	\$4,510.33	\$189,249.67
18	20-Oct-20	\$5,276.98	\$748.46	\$4,528.52	\$184,540.44
19	20-Nov-20	\$5,276.98	\$730.20	\$4,546.78	\$179,817.08
20	20-Dec-20	\$5,276.98	\$711.86	\$4,565.12	\$175,079.55
21	20-Jan-21	\$5,276.98	\$693.44	\$4,583.54	\$170,327.81
22	20-Feb-21	\$5,276.98	\$674.96	\$4,602.02	\$165,561.81
23	20-Mar-21	\$5,276.98	\$656.40	\$4,620.58	\$160,781.52
24	20-Apr-21	\$5,276.98	\$637.76	\$4,639.22	\$155,986.88
25	20-May-21	\$5,276.98	\$619.05	\$4,657.93	\$151,177.86
26	20-Jun-21	\$5,276.98	\$600.26	\$4,676.72	\$146,354.41
27	20-Jul-21	\$5,276.98	\$581.40	\$4,695.58	\$141,516.49
28	20-Aug-21	\$5,276.98	\$562.46	\$4,714.52	\$136,664.06
29	20-Sep-21	\$5,276.98	\$543.44	\$4,733.54	\$131,797.07
30	20-Oct-21	\$5,276.98	\$524.35	\$4,752.63	\$126,915.48
31	20-Nov-21	\$5,276.98	\$505.18	\$4,771.80	\$122,019.25
32	20-Dec-21	\$5,276.98	\$485.94	\$4,791.04	\$117,108.33
33	20-Jan-22	\$5,276.98	\$466.61	\$4,810.37	\$112,182.67
34	20-Feb-22	\$5,276.98	\$447.21	\$4,829.77	\$107,242.24
35	20-Mar-22	\$5,276.98	\$427.73	\$4,849.25	\$102,286.99
36	20-Apr-22	\$5,276.98	\$408.17	\$4,868.81	\$97,316.87

EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 20, 2018, between Tax-Exempt Leasing Corp. (Obligee) and City of Las Vegas, New Mexico (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
37	20-May-22	\$5,276.98	\$388.53	\$4,888.45	\$92,331.84
38	20-Jun-22	\$5,276.98	\$368.82	\$4,908.16	\$87,331.86
39	20-Jul-22	\$5,276.98	\$349.02	\$4,927.96	\$82,316.88
40	20-Aug-22	\$5,276.98	\$329.14	\$4,947.84	\$77,286.85
41	20-Sep-22	\$5,276.98	\$309.19	\$4,967.79	\$72,241.73
42	20-Oct-22	\$5,276.98	\$289.15	\$4,987.83	\$67,181.48
43	20-Nov-22	\$5,276.98	\$269.03	\$5,007.95	\$62,106.04
44	20-Dec-22	\$5,276.98	\$248.84	\$5,028.14	\$57,015.38
45	20-Jan-23	\$5,276.98	\$228.55	\$5,048.43	\$51,909.45
46	20-Feb-23	\$5,276.98	\$208.19	\$5,068.79	\$46,788.20
47	20-Mar-23	\$5,276.98	\$187.75	\$5,089.23	\$41,651.58
48	20-Apr-23	\$5,276.98	\$167.22	\$5,109.76	\$36,499.55
49	20-May-23	\$5,276.98	\$146.61	\$5,130.37	\$31,332.07
50	20-Jun-23	\$5,276.98	\$125.92	\$5,151.06	\$26,149.09
51	20-Jul-23	\$5,276.98	\$105.14	\$5,171.84	\$20,950.56
52	20-Aug-23	\$5,276.98	\$84.28	\$5,192.70	\$15,736.43
53	20-Sep-23	\$5,276.98	\$63.34	\$5,213.64	\$10,506.66
54	20-Oct-23	\$5,276.98	\$42.31	\$5,234.67	\$5,261.20
55	20-Nov-23	\$5,276.98	\$21.22	\$5,255.76	\$0.00

City of Las Vegas, New Mexico

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

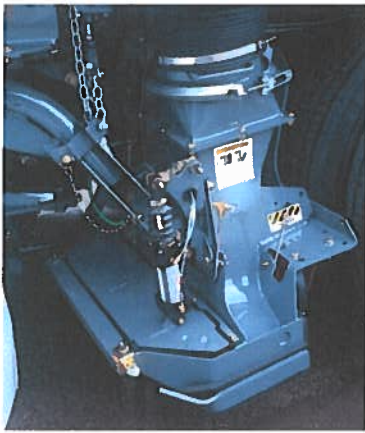
ELGIN[®]



WHIRLWIND[®]



A Closer Look



Need a powerful vacuum sweeper that not only cleans but is reliable, easy to operate and easy to maintain? The Elgin Whirlwind MV may be the answer. Suited for municipalities, contractors and general maintenance sweeping, the Whirlwind has evolved over three decades to bring out the best in vacuum

street sweeping. From the high performance sweep system to the user-friendly controls, the

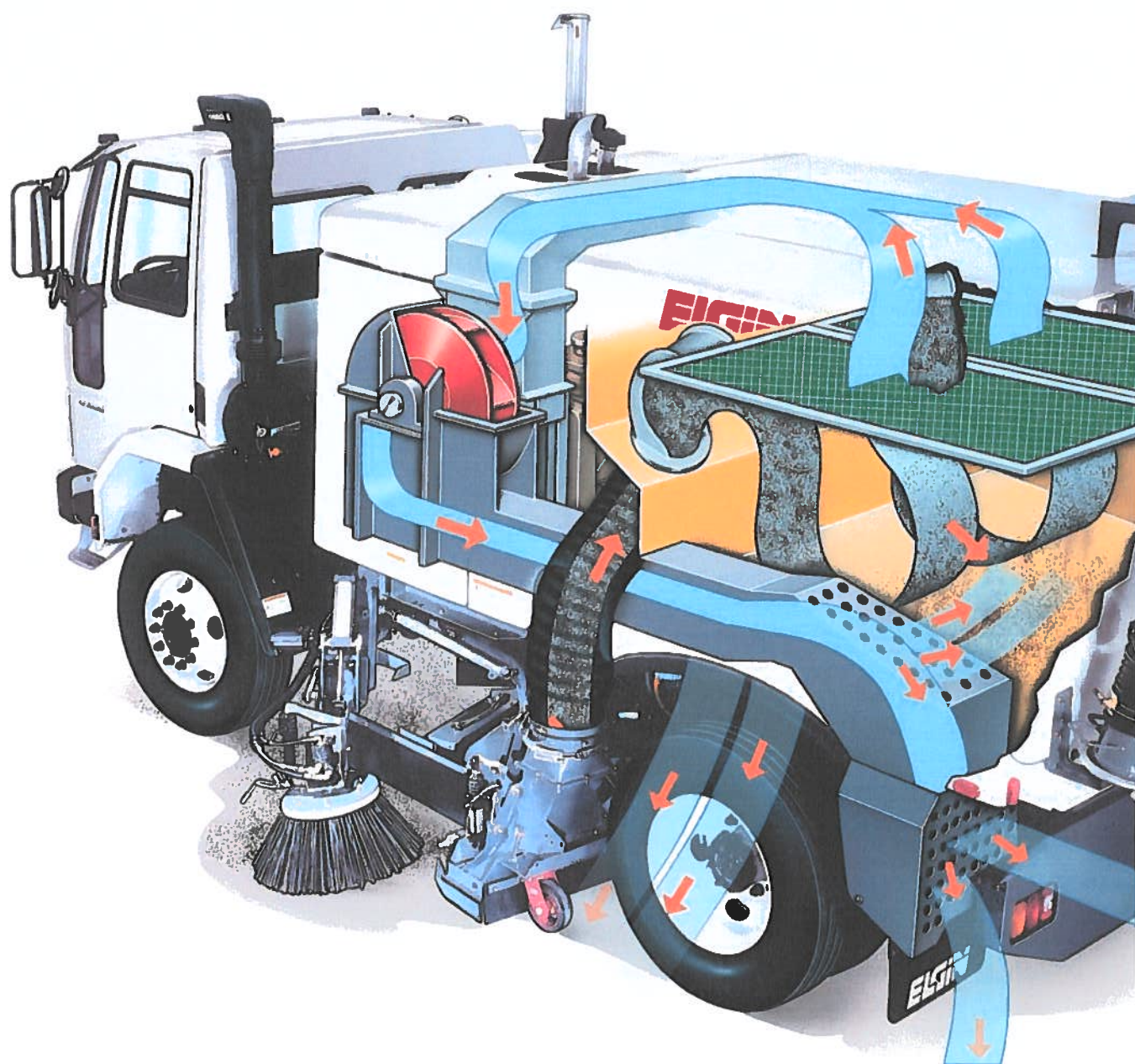
Whirlwind has been designed and manufactured to the exacting quality standards that our customers have demanded. Customized with your choice of options, the Whirlwind can be equipped with one vacuum nozzle or two, 28"



(711 mm) or 36" (914 mm) side brooms, cab-over or conventional chassis and more. This



flexibility allows you to configure a sweeper suitable to your unique applications. And thanks to our worldwide factory trained dealer network, you can be sure of satisfaction on delivery and far down the road.



W h i r l w i n d M V V a c u u m S t r e e t S w e e p e r

● Superior Fan Performance

Over the past three decades, the Whirlwind fan system has been refined to provide the optimum blend of airflow and static vacuum. Airflow is needed to carry the debris from the suction nozzle into the hopper and vacuum is needed to overcome any restrictions such as rocks or bulky debris. The Whirlwind fan has a rating of 20,000 CFM of airflow and can produce up to 68" of water column vacuum. More power means less time on the same street increasing operator productivity with one pass pickup.

● Productive Sweeping System

The sweep system includes a suction nozzle, trailing arm side brooms and a centrally mounted extension broom. You can choose between a single or dual 30 inch (762 mm) abrasion resistant suction nozzles. The 11 inch (279 mm) suction hose accepts large debris. Quick disconnect allows an operator to inspect and clean the hose intake tube without raising the hopper. The nozzle extends 15 inches (381 mm) beyond the tire track for increased performance at the curb.

● Dual Engine Design

Power to the sweep system is provided by a John Deere® 4045T Tier 3 Emission compliant, 4 cylinder, turbocharged engine rated at 115 HP (86kW) @ 2500 RPM. Reliable, powerful and fuel efficient.

● Extension Broom

The 54 inch (1372 mm) hydraulically driven extension broom operates at an 18 degree windrow angle directing the material into the path of the nozzle enhancing the sweep and pickup performance.



Side Brooms

You can choose between 28 inch (711 mm) or 36 inch (914 mm) diameter free floating trailing arm side brooms that can be operated individually or simultaneously for an incredibly wide 12 foot (3658 mm) sweep path. Side brooms have inward motion to prevent damage when sweeping around fixed obstacles.

Efficient Dust Suppression

Two-corrosion resistant tanks supply the dust suppression system with 335 gallons (1268 L) of water. Optional tanks provide an additional 280 gallons (1060 L). Spray nozzles positioned at the side brooms, nozzle and extension broom feature long life, quick disconnect fittings.

Quick, Complete Dumping

The 8 cubic yard (6 cubic meter) hopper is constructed of 10 gauge steel walls, a 1/4 inch (6.35 mm) thick floor with easy drop down screens for quick cleanup. A 50 degree tilt angle ensures efficient dumping. Hopper controls are safely accessible on the curb side of the sweeper. In-cab dump controls are an option.

Operator Friendly Controls

All sweep and water functions use simple rocker switches located on a centrally mounted console for easy operation. Air regulators provide positive side broom down pressure, and separate switches control the side broom in/out and up/down function. High/low water spray flow rate is standard. Easy to read gauges provide quick assessment of all sweep and engine systems.

MEMORY SWEEP

Elgin's exclusive Memory Sweep™ allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control enhancing operator productivity. Memory Sweep incorporates a multi-screen display that indicates engine hours, water level and system diagnostics. It also displays optional features such as broom tilt angle and broom hours.

Maximum Maneuverability

Its compact design and short wheelbase on a conventional or cab-over chassis provide exceptional maneuverability and a tight turning radius. The standard auto pickup in reverse allows for quick change of sweeping locations.

Easy Maintenance Access

Major system components are protected from the elements and are easily accessible for service and inspection without tilting the hopper. The engine oil can be checked, hydraulic filter changed, pneumatic pressure verified and fan bearings greased from the ground or an optional work platform.



Options



Third Front Broom

This third broom is attached to an arm that reaches out in front of the truck and into corners. It helps the sweeper follow tight turns and increases the sweeping width, allowing the broom to reach places the other brooms cannot.



Wandering Hose

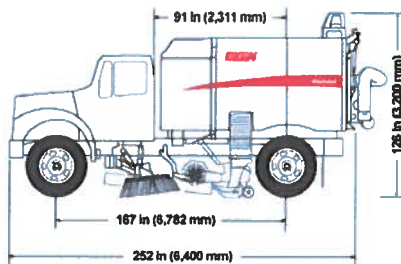
The Whirlwind MV handles up to four tubes for deep catch basin cleaning. Each 4-foot tube is lightweight, yet sturdy, and constructed out of noncorrosive aluminum. A hydraulic assist makes operation easy and reduces operator fatigue.



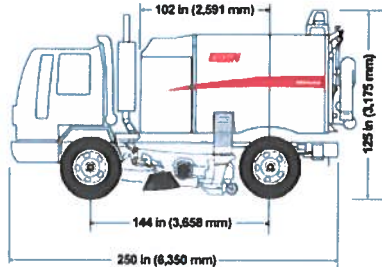
LifeLiner® Hopper System

The LifeLiner® hopper system, a specially designed hopper liner and finish system greatly improves the life, durability, and functionality of a sweeper hopper.

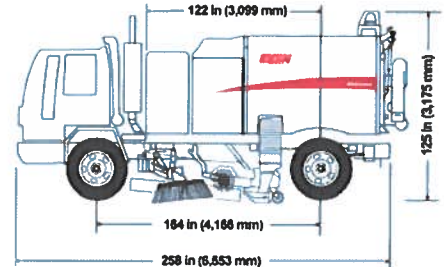
Vehicle width: 96 in (2,438 mm)



Vehicle width: 96 in (2,438 mm)



Vehicle width: 96 in (2,438 mm)



Additional Options

- Variable Broom Speed
- High-Volume, 13 in (330 mm) Leaf Suction Hose(s)
- 10 yd³ Hopper (7.6 m³)
- Front Spray Bar
- Inspection Doors
- Rear Flood Light(s)
- Rotating Beacon/Strobe Light
- Automatic Lubrication System
- Hopper Deluge
- Auxiliary Hydraulic System
- High-Pressure Washdown
- In-Cab Side Broom Tilt
- Low-Pressure Washdown
- Fuel/Water Separator
- Auto Nozzle Shutter
- PM-10 Package

(Photos and illustration shown with optional equipment.)

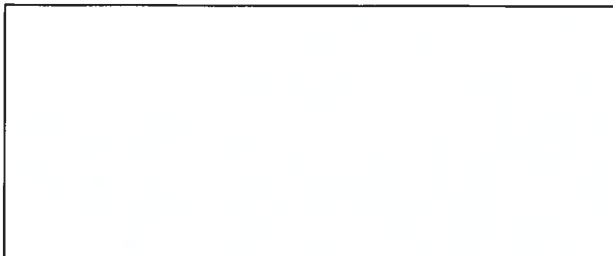
General Specifications

Measured Sweeping Path (with 36-inch side broom):
 Suction Nozzle Only – 35 in (890 mm)
 Suction Nozzle and One Side Broom – 52 in (1,320 mm)
 Suction Nozzle and Extension Broom – 78 in (1,981 mm)
 Suction Nozzle, Extension and One Side Broom – 95 in (2,413 mm)
 Dual Suction Nozzles, Side Brooms and Extension Broom – 144 in (3,658 mm)

Warranty

Elgin Sweeper Company backs the Whirlwind MV sweeper with a one-year limited warranty. The Whirlwind MV is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty details.

Your Elgin Dealer is:



Elgin Sweeper Company
 Subsidiary of Federal Signal Corporation
 1300 W. Bartlett Road
 Elgin, Illinois, U.S.A. 60120-7529
 (847) 741-5370 Phone
 (847) 742-3035 Fax
www.elginsweeper.com

Specifications subject to change without notice. Some items shown may be optional. Elgin® and Whirlwind® are registered trademarks of Elgin Sweeper Company. Effective 7/08 P/N 0705312C Printed in U.S.A. © 2008 Federal Signal Corporation Federal Signal Corporation is listed on the NYSE by the symbol FSS.

ISO-9001 and PM-10 Advantages

The Whirlwind MV is manufactured in an ISO-9001 facility and offers an optional package to meet PM-10 requirements for compliance with SCAQMD Rule 1186. John Deere is a registered trade mark of Deere & Company.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/02/2019

DEPT: Public Works

MEETING DATE: 01/09/2019

DISCUSSION ITEM/TOPIC: Resolution No. 19-03 assuring the availability of funds for the purchase of a new 2019 Ford F-750 Bucket Truck through Don Chalmers Ford Company and Clark aerial lifts. Total price including aerial lift is \$220,601.32.



BACKGROUND/RATIONALE: As part of the Procurement Code submittal criteria for the purchase of a 2019 Ford F-750 Bucket Truck, it is required that a Resolution of support from our Local Governing Body, and in complying with this criteria, staff is requesting that this Resolution be approved for the purchase of a new bucket truck.

Budgetary provisions have been made in the Public Works Department for fiscal year 2019/2020.

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.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR
ANN MARIE GALLEGOS
INTERIM CITY MANAGER
TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)
PURCHASING AGENT (For Bid/RFP Award)
ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 19-03**

A resolution authorizing the City of Las Vegas Public Works Department to purchase a 2018 Ford F-750 Diesel Bucket Truck through Don Chalmers Ford Company, for \$220,601.32.

WHEREAS; the governing body of the City of Las Vegas, desires to obtain a 2018 Ford F-750 Diesel Bucket Truck; and

WHEREAS; the equipment is essential for the City to perform its governmental functions; and

WHEREAS; the City desires to purchase such equipment, and funds made available through the Public Works Department and will be applied to the acquisition of such equipment; and

WHEREAS; the Public Works Department has taken necessary steps to arrange for the acquisition of the equipment; and

NOW THEREFORE, BE IT RESOLVED; by the governing body of the City of Las Vegas it is respectfully requested that authorization be given to the Public Works Department for the approval of said request.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF JANUARY, 2019.

CITY OF LAS VEGAS

Mayor

ATTEST:

Casandra Fresquez, City Clerk



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor
(AC) 0000051541
Don Chalmers Ford
2500 Rio Rancho Blvd.
Rio Rancho, NM 87124

Telephone No. (505) 890-2153

Price Agreement Number: 80-000-17-00024

Price Agreement Amendment No.: One

Term: January 31, 2018 – January 30, 2019

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Vanessa LeBlanc

Telephone No.: 505-827-0266

Invoice:

As Requested

Title: Ford Automobile Vehicles – Cars, Trucks & Utility Vehicles


This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please see the attached for corrections to Item 002 Options Pricing for (AC) Don Chalmers Ford.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 2/2/2018

11-30-18



CLARK "The Best Service"
TRUCK EQUIPMENT CO., INC.

501 Industrial Ave. NE / P.O. BOX 3483 / Albuquerque, New Mexico 87190-3483
Telephone (505) 880-8222 / Toll Free 1-800-678-2741 / Fax (505) 880-8288
www.cte-nm.com

CHALMERS FORD
ATTN DARREL CLEMENT
505-890-2152

dclement@donchalmersford.com

REF. CITY OF LAS VEGAS PUBLIC WORKS DEPT.

SUPPLY AND INSTALL THE FOLLOWING EQUIPMENT ON CUSTOMERS 2019 FORD F650 4X4 DERATED TO 26,000 LB GVWR WITH A 108" C/A ,PTO PROVISIONS/PROGRAMING AND A 10,000 LB FRONT AXLE .

2 YEAR PARTS AND LABOR WARANTY

DUR-A-LIFT BRAND INSULATED ARTICULATING CATEGORY C AERIAL UNIT MODEL DPM2-52DU WITH THE FOLLOWING SPECS

52' TO BOTTOM OF PLATFORM 59' WORKING HEIGHT WITH BUCKET ELEVATOR

SIDE REACH 31'6"

STOWED TRAVEL HEIGHT 11'6"

BUCKET CAPACITY USING JIB 400 LB

BUCKET CAPACITY NOT USING JIB 550 LB

APPROXIMATE WIEGHT 4400 LB

ARTICULATING ARM TRAVEL 0 TO 80

MAIN BOOM TRAVEL -35 TO 80

EXTENSION TRAVEL 120"

1000 LB TOP MOUNTED JIB AND WINCH

FIBERGLASS BASKET 24"X42"

HERC HIGH ELECTRICAL RESISTANT CONTROLS

FRONT AND REAR OUTRIGGERS

BASKET LINER

MAIN BOOM FIBERGLASS INSERT

ALUMINUM HEADACHE RACK

PTO ,PUMP AND MOUNTING KIT

MUD FLAPS

BACKUP ALARM

36"X94 WALK UP TAIL SHELF WITH 10" BELTING STEP WITH GRAB BAR AND GRAB HANDLE

HITCH ASSY 2" CLASS V

CHASSIS ISOLATOR ARTICULATING BOOM INSERT

CATEGORY C BASKET ELEVATOR 22" ELEVATION

180 DEG BASKET ROTATOR

DC BACKUP HIGH SPEED

TORQUE TUBE 108" CA FORD

KANPHEIDE BRAND STEEL SERVICE BODY MODEL 6132D54J EXTERIOR PAINTED WHITE

J HOOKS IN SERVICE BODY FRONT DOOR FOR 2. HARNESES (HARNESS NOT SUPPLIED)

5 LB FIRE EXTINGUISHER ,TRIANGLE KIT AND WHEEL CHOCKS

2 LED REMOTE CONTROL GO LIGHTS MOUNTED ON HEADACHE RACK

ROOF MOUNTED 45" LED LIGHTBAR AMBER BLUE FRONT RED BLUE REAR

OUTRIGGER PADS 18X18 AND HOLDERS

INSTALL ALL ABOVE PER MANUFACTURE SPEC INCLUDE FINAL INSTALLER VEHICLE CERTIFICATION .

TOTAL INSTALLED PRICE..
\$113.000.00 NO TAX

11-13-18



CLARK "The Best Service"
TRUCK EQUIPMENT CO., INC.

501 Industrial Ave. NE / P.O. BOX 3483 / Albuquerque, New Mexico 87190-3483
Telephone (505) 880-8222 / Toll Free 1-800-678-2741 / Fax (505) 880-8288
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ATTN DARREL CLEMENT
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OPTIONAL ITEMS USER MAY WANT TO PURCHASE

TAIL SHELF MOUNTED LED DIRECTIONAL ARROW STICK .
ADD \$950.00

4 CORNER PERIMETER LED LIGHTING CONSISTING OF 2. LED LIGHTS MOUNTED IN
FRONT GRILL AND 2 LED LIGHTS MOUNTED IN TAIL SHELF SPECIFY COLORS NEEDED.
ADD \$990.00

APPROXIMATE LEAD TIME 120-150 DAYS PLUS TRANSIT TIME.

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR TRUCK EQUIPMENT NEEDS

AARON RAMIREZ
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aaron@cte-nm.com



Don Chalmers Ford
2500 Rio Rancho Blvd, S.E., Rio Rancho, New
Mexico, 871241095
Office: 505-897-2500

2019 F-750 Diesel, Regular Cab
Regular Cab Base(F7D)
Price Level: 925 Quote ID: 122718

Selected Options

Code	Description	MSRP
Base Vehicle		
F7D	Base Vehicle Price (F7D)	\$69,455.00
Engines		
99X	6.7L Power Stroke V8 Turbo Diesel - 330 HP @ 2600 RPM	\$3,495.00
	Includes Engine Exhaust Brake and manual regen capability. Torque: 725 ft.lbs. @ 1800 rpm.	
	<i>Governed RPM: 3400. Includes CARB clean idle label - may be removed if un-necessary.</i>	
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt	\$60.00
98R	Active Regen Control	\$205.00
	<i>Allows Driver to Inhibit Automatic Regen until Regen can be performed in a Safe location.</i>	
916	Speed Limit - 65mph	N/C
Transmissions		
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, less Park Pawl	STD
41A	Transmission Power Take-Off Provision w/LiveDrive Capability	\$895.00
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
	<i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	
TRA	Tires, Front Two 295/75R22.5H Continental HA3 (514 rev/mile)	\$130.00
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
	<i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	
60Z	Wheel, Spare 22.5x8.25 White Powder Coated Steel, 10-Hole - Quantity (One only)	\$145.00
RRA	Tires, Rear Four 295/75R22.5H Continental HA3 (514 rev/mile)	\$260.00
Brakes		

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2019 F-750 Diesel, Regular Cab
Regular Cab Base(F7D)
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Selected Options (cont'd)

Code	Description	MSRP
67C	Air Brakes - Straight Truck <i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection.</i>	\$1,770.00
62D	Air Dryer, Bendix AD/IP w/Heater <i>Mounted left frame rail.</i>	\$460.00
Front Axle and Suspension		
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	\$525.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	\$305.00
Rear Axle and Suspension		
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68P	Multi-Leaf Springs - 21,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
X6B	6.17 Axle Ratio	N/C
Wheelbase		
182WB	182" Wheelbase/108" CA/70" AF/291" OAL	\$210.00
Frame		
538	Single Channel - Straight 'C' 16.98 SM, 120,000 PSI <i>2,037,600 RBM. Heat treated alloy steel; 10.250" x 3.610" x 0.375" (260.4mm x 91.66mm x 9.5mm).</i>	\$650.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	\$425.00

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Selected Options (cont'd)

Code	Description	MSRP
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
Electrical / Alternator / Battery		
17D	Dual Heavy Duty Alternators - 357 Amp Capacity - 200 & 157 amp Denso SC5/SC2	\$855.00
55M	Jump Start Stud - Remote Mounted	\$90.00
63D	Battery - Three 900 CCA, 2700 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	\$250.00
59E	Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
17M	Back-Up Alarm - Electric, 102 dBA	\$110.00
16V	Voltmeter <i>Available in message center.</i>	\$100.00
Seats		
88G	30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench - Vinyl	\$395.00
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt - Steering Wheel - Black PVC w/Integral Cruise Control Switches	N/C
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	\$470.00
55P	110 A/C Outlet - in Lower Center Finish Panel	\$100.00
21D	SYNC Media System <i>Includes dash mounted USB 2.0 port and redundant steering wheel SYNC controls.</i>	\$395.00

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Selected Options (cont'd)

Code	Description	MSRP
586	Radio, Electronic Premium AM/FM Stereo, Disc <i>With 4 speakers, dash-mounted aux audio input jack and clock and redundant steering wheel audio controls.</i>	\$280.00
85A	SecuriLock Passive Anti-Theft System <i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i>	\$120.00
85K	Remote Keyless Entry w/2 Key Fobs	\$170.00
Cab Exterior		
59A	Horn, Air - Black, Single Trumpet <i>Air solenoid operated, chassis mounted on rail back of bumper.</i>	\$90.00
54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, solid black finish.</i>	\$275.00
Ship-Thru		
314	Ship-Thru - Manning MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with Manning (please use CVT Resources for add. Info).	\$0.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Fleet Options		
B4A	Net Invoice Fleet Option	\$0.00
Interior Colors		
E_01	Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C
Upfit Options		
CLVDPM2-52DU	DURA-LIFT AERIAL DPM2-52DU <i>Dura-Lift insulated articulating category C aerial unit model DPM2-52DU. Mounted to Knapheide service body 6132D54J. Includes directional LED arrow light mounted on tail shelf, and 4 corner perimeter LED lights mounted 2 in front grille and 2 on tail shelf. Color TBD. Final vehicle certification. As per quote from Clark Truck Equipment 11/30/2018</i>	\$114,940.00

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Selected Options (cont'd)

Code	Description	MSRP
FABCO MD 4X4	FABCO 4X4 ADD TO MEDIUM DUTY CHASSIS <i>Manning Equipment addition of FABCO10-14K rated axle 4X4 system. Includes 2 speed transfer case, axles, drive shafts, Dana ratio matched differential, steering components, ABS brakes, Requires air brakes, 158" min wheelbase. Increases frame height 8" to 47" after conversion. Cab height 104" after conversion.</i>	\$36,742.00
SUBTOTAL		\$234,627.00
Destination Charge		\$1,995.00
TOTAL		\$236,622.00

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Pricing - Single Vehicle

MSRP

Vehicle Pricing \$236,622.00

Pre-Tax Adjustments

Description

CES Upfit contract discount -\$6,067.28

CES contract terms for upfit pricing & discount. Cost + 10% - 4% = CES price

CES Medium Duty Truck SPA discount -\$9,953.40

Cooperative Educational Services discount from MSRP before destination for Ford Medium Duty truck.

Total \$220,601.32

Customer Signature

Acceptance Date

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Prepared by: Darrel Clement Date: 12/28/2018



Selected Equipment & Specs

Dimensions

Exterior length: 291.0" * Cab to axle: 108.0" * Exterior width: 96.7" * Exterior height: 94.3" * Wheelbase: 182.0" * Front track: 83.5" * Rear track: 72.7" * Rear tire outside width: 96.0" * Front legroom: 41.4" * Front headroom: 40.7" * Front hiproom: 67.6" * Front shoulder room: 68.0"

Powertrain

330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection * Recommended fuel : diesel * federal * 6 speed automatic transmission with overdrive * Rear-wheel drive * Fuel Economy Cty: N/A * Fuel Economy Highway: N/A * 65.0 gal. rectangular Left front fuel tank * Fuel/water separator * Transmission PTO provision * Standard rear differential * Right mounted horizontal muffler * Right mounted horizontal tailpipe

Suspension/Handling

Front non-independent leaf spring suspension * Rear rigid axle leaf spring suspension * Hydraulic power-assist re-circulating ball Steering * Front and rear 22.5 x 8.25 wheels * Metric measure truck tire 295/75R22.5 HBSW AS front and rear tires * Dual rear wheels * Rubber auxiliary rear springs

Body Exterior

2 doors * Driver and passenger power remote heated, manual folding door mirrors * Black door mirrors * Black bumpers * Side steps * Clearcoat paint * Straight front bumper ends * Hood mounted grille * Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs * 2 front tow hook(s)

Convenience

Manual air conditioning * Cruise control with steering wheel controls * Power front windows * Driver and passenger 1-touch down * Remote power door locks with illuminated entry * Manual tilt steering wheel * Wireless phone connectivity * Front cupholders * Passenger visor mirror * Back-up alarm * Single air horn * Automatic gearshift steering column lever * Driver and passenger door bins * Upfitter switches

Seats and Trim

Seating capacity of 3 * Fixed driver seat * Fixed passenger seat * Driver centre front armrest * Bucket driver seat, two person bench passenger seat * Driver seat folding back * Low back seats * Driver seat air suspension * Driver seat with 4 way direction control, passenger seat with 2 way direction control * Manual fore/aft seats

Entertainment Features

AM/FM stereo radio with radio data system * Single CD player * CD-MP3 decoder * Auxiliary audio input * SYNC external memory control * Steering wheel mounted radio controls * 4 speakers * Streaming audio * Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights * Variable intermittent front windshield wipers * Light tinted windows * Front reading lights * Tachometer * Voltmeter * Oil pressure gauge * Trip computer * Trip odometer * RNDM

Safety and Security

4-wheel ABS brakes * Meritor air brakes * Power remote door locks with * Security system

Dimensions

General Weights

Curb	10216 lbs.	Front GAWR	12000 lbs.
Rear GAWR	21000 lbs.	GVWR	25999 lbs.
GCWR	50000 lbs.		

Front Weights

Front curb weight	6395 lbs.	Front axle capacity	12000 lbs.
Front spring rating	12000 lbs.	Front tire/wheel capacity	14320 lbs.

Rear Weights

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Selected Equipment & Specs (cont'd)

Rear curb weight	3821 lbs.	Rear axle capacity	21000 lbs.
Rear spring rating	21000 lbs.	Rear tire/wheel capacity	26440 lbs.
Fuel Tank type			
Capacity	65.01 gal.		
Front Frame			
Height loaded	35 "	Height unloaded	37 "
Rear Frame			
Height loaded	36 "	Height unloaded	38 "
Front And Rear GAWR Total Will Exceed Overall GVWR			

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Compression
Injection	Diesel direct injection	Liters	6.7L
Orientation	Longitudinal	Recommended fuel	Diesel
Valves per cylinder	4	Valvetrain	OHV
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

Engine Power

Output	330 HP @ 2,600 RPM	Torque	725 ft.-lb @ 1,800 RPM
Governed RPM	3400		

Alternator

Type	Dual	Amps	200
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Battery

Cold cranking amps	2700	Location	Forward right
Step	Yes	Type	Triple

Engine Extras

Block heater	Yes
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Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.85
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Transmission Extras

Driver selectable mode	Yes	Sequential shift control	Yes
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Selected Equipment & Specs (cont'd)

Oil cooler	Regular duty	PTO provision	Yes
Drive Type			
Type	Rear-wheel		
Drive Axle			
Ratio	6.17		
Exhaust			
Material	Aluminized steel	System type	Single
Emissions			
CARB	Federal		
Engine Retarder			
Type	Yes		

Driveability

Brakes			
ABS	4-wheel	ABS channels	4
Type	Air brakes		
Suspension Control			
Ride	Regular		
Front Suspension			
Independence	Non-independent	Type	Leaf
Front Spring			
Type	Tapered leaf	Grade	Regular
Front Shocks			
Type	Regular		
Rear Suspension			
Independence	Rigid axle	Type	Leaf
Rear Spring			
Type	Multi-leaf	Grade	Regular
Auxiliary	Rubber		
Steering			
Activation	Hydraulic power-assist	Type	Re-circulating ball
Steering Specs			
# of wheels	2		

Exterior

Front Wheels			
Diameter	22.5"	Width	8.25"
Rear Wheels			
Diameter	22.5"	Width	8.25"
Dual	Yes		
Spare Wheels			
Wheel material	Steel		

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Selected Equipment & Specs (cont'd)

Front Tires

Aspect	75	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Width	295mm	LT load rating	H
RPM	514		

Rear Tires

Aspect	75	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Width	295mm	LT load rating	H
RPM	514		

Wheels

Front track	83.5"	Rear track	72.7"
Turning radius (to curb)	25'	Turning radius (to bumper)	26'
Wheelbase	182.0"	Rear tire outside width	96.0"

Body Features

Front splash guards	Yes	Body material	Composite/galvanized steel
Side steps	Yes	Front tow hook(s)	2

Body Doors

Door count	2
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Exterior Dimensions

Length	291.0"	Body width	96.7"
Body height	94.3"	Cab to axle	108.0"
Axle to end of frame	70.0"	Frame section modulus	17.0cu.in.
Frame yield strength (psi)	120000.0	Frame rail depth	10.3"
Frame rail width	3.6"	Frame rail thickness	0.4"
Max RBM (in.-lbs.)	2037600.0	Frame rail section	9.5"
Front bumper to Front axle	39.0"	Nominal RBM (in.-lbs.)	1211200.0

Seating

Passenger Capacity

Capacity	3
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Driver Seat

Type	Bucket	Back	Folding
Back type	Low	Suspension	Air
Way direction control	4	Fore/aft	Manual

Passenger Seat

Type	Two person bench	Back type	Low
Way direction control	2	Fore/aft	Manual

Front Armrest

Driver	Yes	Centre	Yes
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Front Seat Trim

Material	Vinyl	Back material	Carpet
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Convenience

AC And Heat Type

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Selected Equipment & Specs (cont'd)

Air conditioning	Manual		
Audio System			
CD	Single	CD location	In-dash
CD-MP3 decoder	CD-MP3 decoder	Auxiliary audio input	Yes
Radio	AM/FM stereo	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	SYNC		
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
Audio Antenna			
Type	Fixed		
Cruise Control			
Cruise control	With steering wheel controls		
Convenience Features			
12V DC power outlet	2	Wireless phone connectivity	Bluetooth
AC power outlet	1	Back-up alarm	Yes
Horn	Single air	Upfitter switches	Yes
Door Lock Activation			
Type	Power	Remote	Keyfob (all doors)
Instrumentation Type			
Display	Analog		
Instrumentation Gauges			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Voltmeter	Yes
Transmission fluid temp	Yes	Engine hour meter	Yes
Primary air pressure	Yes		
Instrumentation Warnings			
Battery	Yes	Lights on	Yes
Key	Yes	Service interval	Yes
Brake fluid	Yes	Transmission fluid temp	Yes
Instrumentation Displays			
Clock	In-radio display		
Instrumentation Feature			
Trip computer	Yes	Trip odometer	Yes
Shift indicator	RNDM		
Steering Wheel Type			
Material	Urethane	Tilting	Manual
Front Side Windows			
Window 1st row activation	Power		
Window Features			

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Selected Equipment & Specs (cont'd)

1-touch down	Driver and passenger	Tinted	Light
Front Windshield			
Wiper	Variable intermittent		
Rear Windshield			
Window	Fixed		
Automatic Gearshift			
Location	Steering column lever		

Interior

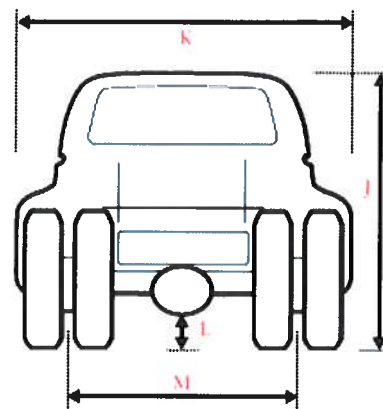
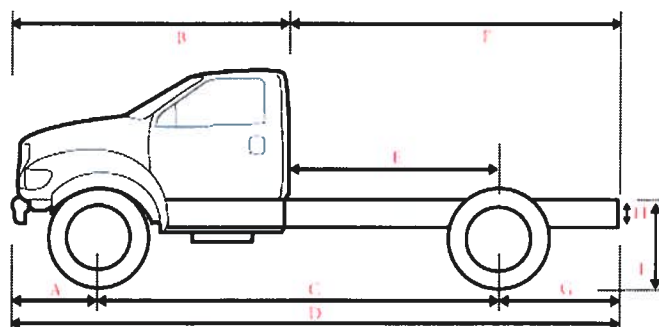
Passenger Visor			
Mirror	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Gear shift knob	Urethane		
Lighting			
Dome light type	Delay	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
Storage			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Dashboard	Yes		
Legroom			
Front	41.4"		
Headroom			
Front	40.7"		
Hip Room			
Front	67.6"		
Shoulder Room			
Front	68.0"		

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Performance

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	182.00 in.
D	Overall Length (OAL)	291.00 in.
E	Back of Cab to Rear Axle (CA)	108.00 in.
F	Back of Cab to End of Frame	178.00 in.
G	Rear Axle to End of Frame (AF)	70.00 in.
H	Frame Section Height	10.30 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	94.30 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.50 in.
M	Rear Tread	72.70 in.

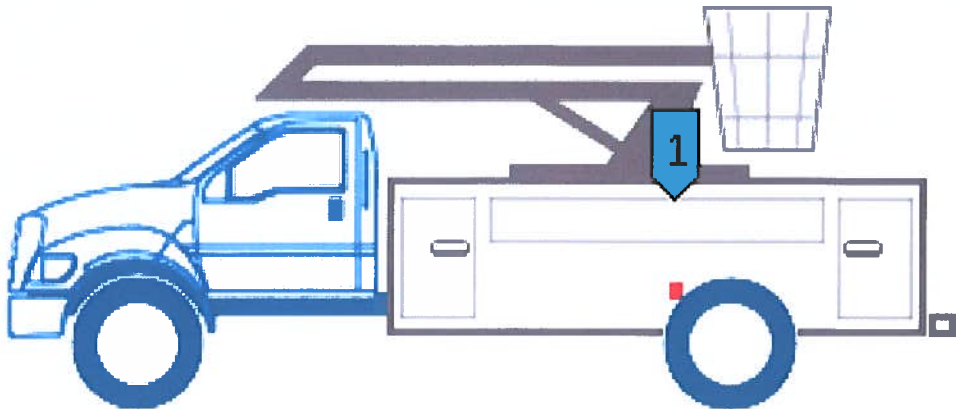
Body Specs

Truck body style:	Aerial Device
Cab to body gap:	3.00 in.
Body length:	14.50 ft
Body tare weight:	5,500 lbs
Body width:	96 in.
Body height from ground:	120 in.
Body Centre gravity (from front):	87.50 in.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Performance (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	6,395 lbs	3,821 lbs	10,216 lbs
Body	544 lbs	4,956 lbs	5,500 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
Fuel	70 lbs	35 lbs	105 lbs
1 Water Level - (Water Level)	977 lbs	8,901 lbs	9,878 lbs
TOTAL	8,186 lbs	17,813 lbs	25,999 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	12,000 lbs	21,000 lbs	25,999 lbs
Wheels/Tires	14,320 lbs	26,440 lbs	
Suspension	12,000 lbs	21,000 lbs	
Axle	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Front And Rear GAWR Total Will Exceed Overall GVWR

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Performance (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped without Park Pawl. Shift indicator will display **RNDM**.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	20.00 %	30.42 %
Start grade capability in reverse	3.13	20.00 %	23.95 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	6.00 %	9.50 %
Maximum grade in 5th gear	0.86	4.50 %	7.09 %
Maximum grade in 6th gear	0.67	3.00 %	5.57 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	95 mph
<i>To meet your requirement you need a maximum axle ratio of 7.85</i>			
Top Speed on 3.0% grade		65 mph	
<i>To meet your requirement you need a maximum of 219 hp</i>			
Cruise Speed		65 mph	65 mph
Engine RPM at desired cruise speed			2,316 rpm

Variables in Use

Rear axle ratio:	6.17/6.17	Governed RPM:	3,400 rpm
Tire size:	295/75R22.5 (514 rev/mile)	Frontal Area:	57.28 Sq.Ft.
Gross Vehicle Weight (GVW):	25,999 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	363 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.85	Final Drive Ratio:	0.67
Peak engine torque:	725 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,600 rpm		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



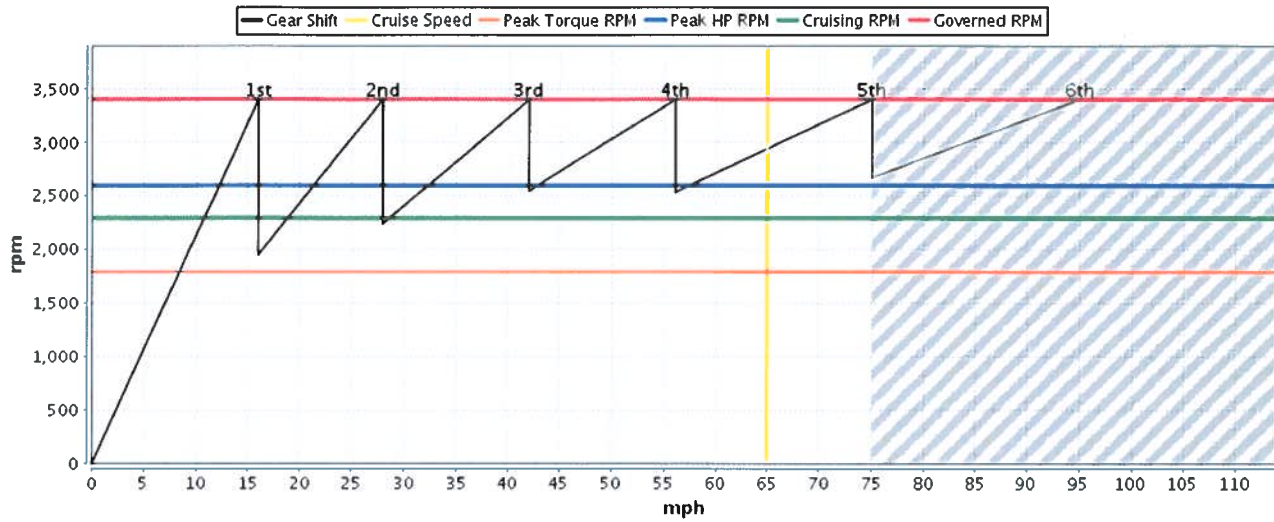
Performance (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

Diesel engines use Governed RPM for shift points.

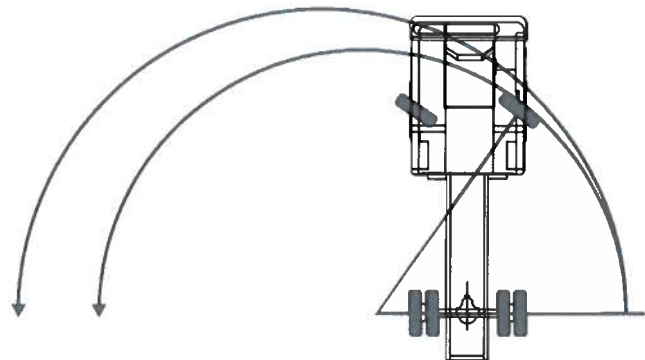
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning radius to curb: 24.80 ft

Turning radius to bumper: 26.41 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/27/18

DEPT: Utilities

MEETING DATE: 01/09/19

DISCUSSION ITEM/TOPIC: Award request for bid #2019-05 for the Mills building rehabilitation project to Stoven Construction, Inc.



BACKGROUND/RATIONALE: This project includes rehabilitation and renovation of the Mills building for use by Utilities as a customer service and payment center.

Advertised: 10/13/18 – Las Vegas Optic, Albuquerque Journal and City website
Bid Opening: November 14, 2018
Number of Bidders: 2 – Stoven Construction, Inc. ; New Image Construction, Inc.
Amount: \$555,000.00
Funding Source: City Funding
Budget Line Item: 545/546/610/633/640-0000-650-8003

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.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRÓN
MAYOR
ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)/



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Mills Utility Building Renovation
PROJECT NUMBER: UT-UABSL-2016-1
PROJECT MANAGER: Marvin Cordova

ENGINEER: WHPacific
CONTRACT NUMBER: 3280-17

PROJECT DESCRIPTION: The scope of this task order is to begin Phase 1 and 2 of the renovation of the Mills Utility Building. (Old State Police Building.)

TIMELINE: January 19-May 19

FUNDING SOURCES

City \$650,000
 State
 Federal
 Total Funds \$650,000

ESTIMATED EXPENDITURES

Design \$83,000
 Consultant Services \$ 50,000
 Construction 600,000
 Total w/ GRT \$750,000

EXPENDED to date ('18)

Design \$83,000
 Egr Services \$0.00
 Const \$0.00
 Total w/GRT \$0.00

Est. BAL to Expend in '19

Design \$0
 Egr Services \$50,000
 Construction \$ 600,000
 Total w/GRT \$ 650,000

BUDGETED AMOUNT: \$650,000

LINE ITEM NUMBER: 545/546/610/633/640-0000-650-8003

ACTION	DESCRIPTION	DATE
Funding Source	CITY	
Loan/Grant/City	City \$ \$650,000 Grant \$ Loan \$ Total \$ \$650,000	
Engineering Services Agreement	Contract#3280-17	
Engineering Estimate	Total Engineer's Estimate \$650,000	
Bid Document Review	Bid #2019-5	10/10/18
Advertisement	Las Vegas Optic, Abq Journal, City of Las Vegas Website	10/10/18
Bid Opening	Date	11/14/18
Bid Tabulation	Contractor: Stoven Constr, Inc. Amount: \$555,000.00 Contractor: New Image Constr, Inc. Amount: \$689,729.00	11/19/18
Construction Estimate	Contractor Share \$ 600,000 (Including NMGR)	
Engineer's Recommendation	Contractor: Stoven Constr, Inc.	
Staff Recommendation	Stoven Constr, Inc.	
Committee Recommendation	UAC-Approval/Disapproval	1/14/19
Council Approval	Council-Approval/Disapproval	1/16/19
Notice To Proceed		TBD

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Nov 14th 2018 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MILLS BUILDING REHAB PROJECT


The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701


Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701


Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MILLS BUILDING REHAB PROJECT, Opening No. 2019-5; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.


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


CITY OF LAS VEGAS,



INTERIM, CITY MANAGER Ann Marie Gallegos


INTERIM, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


INTERIM, FINANCE DIRECTOR Tana Vega.


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2019-05

Date Issued: 10/10, 2018

Date Issued: Published:

Las Vegas Optic Oct 13, 2018

City website: www.lasvegasnm.gov Oct 13, 2018

Albuquerque Journal Oct 13, 2018

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): MILLS BUILDING REHAB PROJECT..

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF }

COUNTY OF }

I, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

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

(SEAL)

Signature

Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

TIMETABLE

Bid 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 Nov 14th, 2018 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2018. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they 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 a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and Four (4) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created)

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

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 in the City of Las Vegas.

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): MILLS BUILDING REHAB PROJECT.

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**BID FORMS
FOR
Las Vegas Utilities Office Building Renovation**

October 2018

PREPARED BY:

WHPacific, Inc.
6501 Americas Parkway N.E.
Suite 400
Albuquerque, NM 87110

PREPARED FOR:
CITY OF LAS VEGAS
1700 N. GRAND AVENUE
LAS VEGAS, NM 87701



ADDENDUM NUMBER ONE (001)

Date: October 29, 2018

Project: City of Las Vegas
Utilities Building Renovation
Las Vegas, NM 88130
WHPacific Project Number: P0020657W.1
City of Las Vegas Opening Number: 2019-5

From: WHPacific, Inc.
6501 Americas Parkway NE, Suite 400
Albuquerque, New Mexico 87110

To: Prospective Bidders

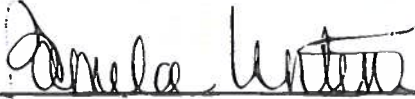
This Addendum forms a part of the Contract Documents and modifies or supplements the Project Manual or the Drawings as indicated below. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. Bidders shall acknowledge receipt of this Addendum in the appropriate space on the Bid Proposal form(s).

The following clarifications, corrections, revisions, or additions shall be incorporated into the Plans and Specifications for the above project:

1. **CHANGES TO BIDDING REQUIREMENTS:**
 - a. **Addition:** Incorporate the attached bid forms as part of the Contract Documents.
2. **CHANGES TO SPECIFICATIONS:**
 - a. **No Changes.**
3. **CHANGES TO DRAWINGS:**
 - a. **No changes.**
4. **ATTACHMENTS:**
 - a. **Bid Forms.**

WHPacific, Inc.

City of Las Vegas

By 
Pam Lentini, PE
Director, Facilities

By 
Maria Gilvarry,
Utilities Director

END OF ADDENDUM NUMBER ONE (001)

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INFORMATION FOR BIDDERS

1. PURPOSE OF PROJECT:

The purpose of this project is to repair and replace the existing mechanical, electrical and architectural components needed to restore the Utilities Office Building to functional office space.

The City of Las Vegas, NM is the contracting agency. The intent of this contract is to perform the identified work under the schedule set forth in these contract documents, as well as the established bid items and corresponding unit prices. All contract administration, pay estimates and change orders will be processed by the WHPacific Project Manager for approval by the City of Las Vegas.

2. BID EVALUATION:

Bids will be evaluated for such items as accuracy and completeness. Bidders shall furnish such information, data, and documents to City of Las Vegas as they may require, and City of Las Vegas may conduct such inquiry as it deems appropriate into the bidder's qualifications, prior to contract award. The City of Las Vegas reserves the right to reject any/or all bids submitted.

Following evaluation of the Bid Proposal by the City of Las Vegas, the successful bidder will be notified.

3. PREPARATION OF BIDS:

Bidders are directed to provide one sealed envelope. The envelope shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid.

4. BIDFORM:

- A. The Bid Form is included herein; additional copies may be obtained from Academy Reprographics.
- B. Bid Proposal must be typed or completed in ink. The Bid price of each item on the form must be stated in numerals.
- C. Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- G. Subcontractors must be listed on SFPA-1 at the time bids are submitted. This is for compliance with the New Mexico Subcontractors Fair Practices Act, see SC-5.

- H. Bidder's company name shall be written in the space provided on bid proposal and on subcontractors listing.

5. SUBMISSION OF BIDS:

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

Bids shall not include gross receipts tax. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract and will be paid by City of Las Vegas.

6. UNBALANCED BIDS:

Any apparent unbalancing of bids through the use of unrealistic or unreasonable bids may be cause for rejection of the bid.

7. ADDENDA:

Any addenda issued during the time of bidding or forming a part of the Contract Documents furnished to the Bidder for the preparation of the Proposal, shall be acknowledged in the Proposal and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Bid Proposal. Failure to fill in may result in a non-responsive bid that will be rejected.

8 SUBSTITUTIONS:

The bid shall not be qualified in the Bid Proposal as to substitutions for specified materials or equipment, and no alternative bids will be considered unless such bids are specifically requested.

9. BID SECURITY:

Each proposal must be accompanied by a Certified Check or a Bid Bond acceptable to the City of Las Vegas in an amount which shall be not less than five (5) percent of the amount of the bid, payable without condition to the City of Las Vegas as a guarantee that the bidder, if awarded the contract will, within seven (7) days, execute such contract in accordance with the proposal and in the manner and form required by the Contract Documents and will furnish good and sufficient bond for the faithful performance of the same, and for payment for all labor and material. The bid security of the three lowest bidders will be retained until the contract is executed or other disposition is made thereof. The bid security of all bidders except the three lowest will be returned promptly after the canvass of bids. Bid Security in the form of bonds will not be returned unless requested.

10. ADDITIONAL PLANS AND SPECIFICATIONS:

The deposit for plans and specifications will be returned to the successful bidder and five sets of plans and specifications will be issued without additional charge. Additional sets requested will be issued to the successful bidder at cost of reproduction. The deposit for each set of bidding forms and documents will be refunded to each plan holder, provided such documents are returned in good condition within ten (10) days after the bid opening date.

11. LOCATION:

The project site is at 1401 1st Street, Las Vegas, NM 87701. Reasonable notification is expected to schedule site visits. A location map is included as in the plans.

12. FAMILIARIZATION WITH WORKSITE:

All Bidders shall be responsible for inspecting the Site, reading the Contract Documents and comparing the Site with the plans and specifications. Contractor acknowledges that Contractor has inspected the Site of the Work and that Contractor shall protect the Site and improvements from damage during the performance of Contractor's work.

13. CONTRACT EXECUTION:

The Contractor shall provide to City of Las Vegas, within ten (10) days after award, five (5) signed copies of the Contract along with the required bonds and certificates of insurance. It is the City of Las Vegas' intent, pending award, to execute all five (5) copies within six (6) days after receipt of the signed documents. The City intends to issue the "Notice to Proceed" within fourteen (14) days after execution of the contract. The Contractor will hold their bid prices for sixty (60) calendar days after the bid date.

14. BASIS OF AWARD:

The Basis of Award will be the Base Bid plus Alternates as accepted in sequential order.

15. LABOR AND MATERIAL AND PERFORMANCE BOND:

The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract amount; said bonds shall be secured from a surety company satisfactory to the City of Las Vegas and duly authorized to do business in the State of New Mexico and approved in Federal Circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are included herein. These bonds will name the City of Las Vegas as obligee.

16. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Two days before the preconstruction meeting, the Contractor shall deliver to the Project Manager, an estimated construction progress schedule in a form satisfactory to the Project Manager, showing the proposed dates of commencement, phasing, and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

17. PREFERENCES:

In the construction of this project, City of Las Vegas has no preference for any process, type of equipment or kinds of material but will consider all processes, types of equipment or kinds of material offered on an equal competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. City of Las Vegas reserves the right to be the sole judge as to whether or not a different process, type of equipment, or kind of material offered is in fact the equal of that specified.

18. ROYALTIES AND PATENTS:

The Contractor shall include in his bid all royalties and license fees. They shall save the Owner harmless from loss on account of charges or claims for any patent right. They shall determine in advance of their bid the

existence of any patent which is or may be infringed by any provisions of the plans and specifications and pay such royalties or fees that may be required.

19. LABOR:

Bidders are required to inform themselves of the conditions relating to construction and labor under which the work will be performed. Preference shall be given to local labor.

20. WAGE RATES:

The Contractor shall pay each mechanic or laborer of the Contractor (or sub-contractor) engaged in the work on the project under the contract, not less than the hourly wage rate in effect at the time of the execution of the contract, or as otherwise required by law.

21. EQUAL EMPLOYMENT OPPORTUNITIES:

The Contractor and his subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges or employment of any matter directly or indirectly related to employment, because of his race, gender, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract (Laws 1949, Ch. 161, S.5. New Mexico Statutes, relating to Equal Employment Opportunities on Government contracts).

22. AIR POLLUTION CONTROL:

Contractor shall provide dust control 24 hours per day, 7 days per week.

23. CONTRACTOR QUESTIONS:

During the bid period, Contractor shall submit questions for clarification no later than close of business on **November 6, 2018**.

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: NOV 14, 2018

OPENING NO.: 2019-05

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): MILLS BUILDING REHAB PROJECT

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 New Image Construction	Base 10,711,429 ⁰⁰			✓	✓
alt #1	16,500,000 ⁰⁰				
2 alt #2	11,800 ⁰⁰				
proposed total	10,89,729 ⁰⁰				
3					
4 Staven Construction	Base 5,210,000 ⁰⁰			✓	✓
alt #1	15,000 ⁰⁰				
5 alt #2	14,000 ⁰⁰				
proposed total	555,000 ⁰⁰				
6					

COMPANY REPRESENTATIVE

COMPANY NAME

1 Juan Apolaca	CLR Understudy
2 Maria Calant	CLV P/M
3 Benito Lujan	CLV P/M
4 [Signature]	New Image Const
5 Charles Thompson	Staven Construction
6 Eric Tapia	City of Las Vegas
7 JAKE JACOBSEN	WM PACIFIC
8 [Signature]	CLR Purchasing
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

OPENED BY: FINANCE DEPARTMENT

DATE: 11/14/18

DATE: 11/14/2018

COPIES TAKEN BY DEPT.

DATE: 11/14/18



November 19, 2018

Maria Gilvarry
Utilities Director
City of Las Vegas
P.O. Box 160
Las Vegas, New Mexico 87701

**RE: LAS VEGAS UTILITIES OFFICE BUILDING RENOVATION - 2018
RECOMMENDATION OF AWARD**

Dear Ms. Gilvarry:

Two sealed bids were received for the Utilities Building Renovation – 2018 project on Tuesday, November 14, 2018, at 2:00 PM as advertised and as modified by Addendum, and were opened and read aloud. Both bids included the required notarized affidavit, campaign disclosure form and list of sub-contractors. There were no arithmetic errors discovered in the bids. The Base bids and alternates are summarized below without New Mexico Gross Receipts Tax (NMGRS).

BIDDER	TOTAL BASE BID	TOTAL ADDITIVE ALTERNATE #1	TOTAL ADDITIVE ALTERNATE #2	BASE BID + ADD ALTS.
New Image Constr., Inc.	\$671,429.00	\$6,500.00	\$11,800.00	\$689,729.00
STOVEN Constr, Inc.	\$526,000.00	\$15,000.00	\$14,000.00	\$555,000.00

The apparent low bidder is STOVEN Construction, Inc. They hold New Mexico License No. 80639 with GB98 Classification. The license is appropriate for the elements to be constructed under this project. The New Mexico Construction Industries Division web site confirms this information. The Surety issuing the Bid Bond, Merchants Bonding Company (Mutual) of Dallas county, Iowa, is listed in the Federal Department of the Treasury Circular 570 and is listed as authorized in New Mexico, as required in the bidding documents. All other required affidavits, acknowledgment of addenda and bid forms appear to be in correct order.

It doesn't appear that there was any collusion among the bidders, nor was the Engineer's Estimate shared with the bidders by WHPacific.

November 19, 2018
Page 2 of 2



WHPacific recommends the City of Las Vegas, NM accept the low bid from STOVEN Construction, Inc., and award a contract for the Total Base Bid and Alternates one and two for the Utilities Building Renovation – 2018 in the amount of \$555,000.00, not including NMGR.T.

Should you have any questions or require additional information, please contact me at your convenience at 247-0294 or plentini@whpacific.com.

Sincerely,

WHPacific, Inc.

A handwritten signature in black ink, appearing to read 'Pamela Lentini'.

By: Pamela Lentini, P.E.
Project Manager

[illegible]

Mills Building Renovation
ARCHITECTURAL

PROPABLE COST ESTIMATE

Description	Quantity	Units	Cost		Total	
			\$/Unit	\$	\$/Unit	\$
Demolition						
Remove ceiling grid	5,000	SF		\$5,000		\$5,000
Remove doors and partitions	1	LS	\$1	\$1,500		\$1,500
Demolish Restrooms finishes and partitions	1	LS	\$1,850	\$1,850		\$1,850
Remove CMU	1	LS	\$1,500	\$1,500		\$1,500
Remove roofing membrane	5,000	SF	\$1	\$2,500		\$2,500
Selective demolition	1	LS	\$2,500	\$2,500		\$2,500
Slab	1	LS	\$2,500	\$2,500		\$2,500
New Construction						
Re-install ceiling grid	3,500	SF	\$2	\$7,000		\$7,000
New carpet and tile	444	SY	\$30	\$13,333		\$13,333
Paint	1	LS		\$5,000		\$5,000
New walls	1	LS		\$5,500		\$5,500
New restrooms	400	SF	\$175	\$70,000		\$70,000
New windows	4	EA	\$1,500	\$6,000		\$6,000
New doors	3	EA	\$2,500	\$7,500		\$7,500
New roof	75	SQ	\$250	\$18,750		\$18,750
Fall protection	1	LS		\$6,500		\$6,500
Insulation	5,000	SF	\$2	\$7,500		\$7,500
New coping	350	LF	\$30	\$10,500		\$10,500
Structural	1	LS	\$18,000	\$18,000		\$18,000
Equipment	-	LS				
	-					
Account for unknow amount of openings, ceilings, etc.	0.0%	LS		-		-
TOTALS				\$192,933		\$192,933
						\$0

PROPABLE COST ESTIMATE

[illegible]

STATEMENT OF PROBABLE COST

Project No.: Mills Bldg

Project: Mills Building

Description	Quantity	Unit	Material & Labor Unit	Total	Total Cost	Summary
DIVISION 26: Electrical						
Job Startup	1	LS			\$500	\$500
Submittals	1	LS	\$500.00		\$750	\$750
DEMOLITION	1	LS	\$4,500.00		\$4,500	\$4,500
Exit Fixtures, conduit, conductors	4	ea	\$195.00		\$780	\$780
New Fibre Entrance	1	LS	\$6,500.00		\$6,500	\$6,500
Lighting Type A	17	EA	\$275.00		\$4,675	\$4,675
Lighting Type B	13	EA	\$244.00		\$3,172	\$3,172
Lighting Type C	3	EA	\$224.00		\$672	\$672
OCCUPANCY SENSORS DIM	5	EA	\$185.00		\$925	\$925
OCCUPANCY SENSORS CEILING	6	EA	\$265.00		\$1,590	\$1,590
MOTOR RATED SWITCH	10	EA	\$285.00		\$2,850	\$2,850
T-STAT BACK BOX/CONDUIT	9	EA	\$225.00		\$2,025	\$2,025
MOVE PANEL C	1	LS	\$1,500.00		\$1,500	\$1,500
CONDUIT FOR SECURITY KEYPAD	1	LS	\$195.00		\$195	\$195
CONDUIT, COND, HEAT PUMP	1	LS	\$1,585.00		\$1,585	\$1,585
CONDUIT, COND, SPLIT SYSTEM	1	LS	\$795.00		\$795	\$795
Power for branch Selectors	2	LS	\$575.00		\$1,150	\$1,150
Close-Out and As-Built Drawings	1	LS	\$900.00		\$900	\$900
Subtotal				\$35,064	\$35,064	
Subtotal + Contingency	0%					\$35,064
Subcontractor's Overhead	10%					\$3,506.40
Subtotal						\$38,570
Subcontractor's Profit	15%					\$5,785.56
						\$44,356
Total : Electrical						\$44,356

New Image Const. Inc
Bidders Company Name

BID PROPOSAL: UTILITIES OFFICE BUILDING RENOVATION

TO: City of Las Vegas
1700 N Grand Ave.
Las Vegas, NM 87701
(Hereinafter called "Owner")

The undersigned hereby proposes to perform all work for the UTILITIES OFFICE BUILDING Project in accordance with the following:

1. Advertisement for Bids dated October 13, 2018 in the Albuquerque Journal and October 13, 2018 in the Las Vegas Optic.
2. The Contract Documents, including Addenda, General Conditions, Special Conditions, Drawings, and Specifications prepared by WHPacific, Inc., for the Owner.

All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices or lump sum bid including alternates shown in the following bid schedule. Bids shall not include New Mexico gross receipts tax.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will within seven (7) days execute and return to City of Las Vegas the prescribed construction contract and bonds.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Nov 14th, 2018 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MILLS BUILDING REHAB PROJECT

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MILLS BUILDING REHAB PROJECT, Opening No. 2019-5; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,


INTERIM, CITY MANAGER Ann Marie Gallegos


INTERIM, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


INTERIM, FINANCE DIRECTOR. Tana Vega.


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2019- 05

Date Issued: 10 / 10 , 2018

Date Issued: Published:

Las Vegas Optic Oct 13 , 2018

City website: www.lasvegasnm.gov Oct 13, 2018

Albuquerque Journal Oct 13 , 2018

BIDDER INFORMATION

BIDDER: New Image Const. INC.
AUTHORIZED AGENT: Johnny Manzanares
ADDRESS: HCR 7Z Box 5 Ribera NM 87560
TELEPHONE NUMBER (505) 699-0166 (575) 421-2822
FAX NUMBER (575) 421-1227
DELIVERY: _____
STATE PURCHASING RESIDENT CERTIFICATION NO.: L1529937712
NEW MEXICO CONTRACTORS LICENSE NO.: 366062

BID ITEM (S): MILLS BUILDING REHAB PROJECT..

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

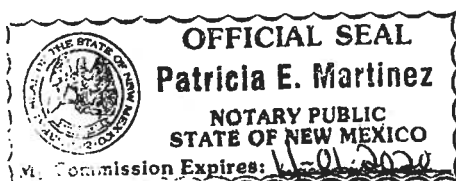
STATE OF New Mexico

COUNTY OF San Miguel

I, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 14th day of November, 2018.

(SEAL)



Signature

Notary Public Signature

My Commission Expires: November 01, 2020

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

TIMETABLE

Bid 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 Nov 14th, 2018 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2018. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 80-0568873

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 a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03186160001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and Four (4) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

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 in the City of Las Vegas.

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): MILLS BUILDING REHAB PROJECT.

A. _____	\$ _____
B. _____	\$ _____
C. _____	\$ _____
D. _____	\$ _____
E. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

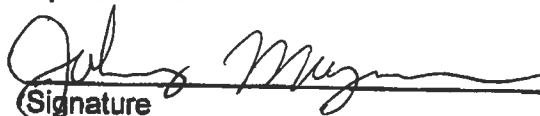
Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



(Signature)

11-14-18

Date

President/owner

Title (Position)

New Image Const. INC
Bidders Company Name

BID PROPOSAL

UTILITIES OFFICE BUILDING RENOVATION

BASE BID. The Bidder agrees to include all permit fees and to perform all the work described as the Base Bid in the Contract Documents for an amount determined as follows:

- | | |
|--|----------------------|
| a) Base Bid Subtotal: | \$ <u>671,429.00</u> |
| b) Alternate No. 1: New finishes and lighting (Rooms #115, #116, #117) | \$ <u>6,500.00</u> |
| c) Alternate No. 2: New finishes and lighting (Rooms #106, #107, #108) | \$ <u>11,800.00</u> |
| d) BID PROPOSAL TOTAL Line a) plus Line b) plus Line c): | \$ <u>689,729.00</u> |

Six hundred eighty nine thousand Seven
hundred twenty nine Dollars
(Base Bid Total amount written in words)

Award of the Contract will be based upon acceptance of the lowest responsible bidder based on the Base Bid and sequential Alternates if accepted.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as Bidder hereby certifies that he and his subcontractors are registered with the Department of Workforce Solutions (formerly the Labor Department) in accordance with the "Public Works Contracts - Registration of Contractors and Subcontractors" Section of the Public Works Minimum Wage Act.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will, within seven (7) days, execute and return to City of Las Vegas the prescribed construction contract, insurance and bonds.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages, the amounts listed in the following schedule for each calendar day in which the work is not complete.

New Image Const. INC
Bidders Company Name

Description of Work	Timeframe / Completion Date	Liquidated Damages
Substantial Completion Base Bid and Alternate(s)	180 Working Days	\$1,000.00/working day
Final Completion Base Bid & Alternate(s)	205 Working Days	\$1,000.00/working day

Attached hereto is the required proposal guarantee described as follows:

Bid Bonds

The proposal guarantee shall be 5% of the total amount bid.

The receipt of Addenda is acknowledged below:

Addendum No. 1 Date 10-29-18

Addendum No. 2 Date 11-9-18

Addendum No. _____ Date _____

Addendum No. _____ Date _____

SIGNATURE OF BIDDER:

(SEAL) if Bid is by a Corporation

Dated: 11-14, 2018.

Johnny Manzanares

By: Johnny Manzanares
(Print Name)

Title: President/owner

Company: New Image Const. INC

Address: HCR 72 Box 5

Ribera NM 87560

New Mexico Contractor's Classification and License No.:

GB98-GF09 366062

New Image Const. Inc
Bidders Company Name

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (insert the name and address or legal title of the Contractor) as Principal, hereinafter called "Contractor," and _____ (insert the legal title of Surety) as Surety, hereinafter called "Surety," are held and firmly bound unto City of Las Vegas, Obligee, hereinafter called the "Owner," in the amount of _____ dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2018, entered into a Contract with Owner for:

UTILITIES OFFICE BUILDING RENOVATION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The Contractor shall guarantee any and all work performed under this Bond against defective materials and workmanship, for a period of one year following its completion and acceptance.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED AND SEALED THIS day of _____, 2018.

New Image Const. Inc
Bidders Company Name

CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract is executed on behalf of a Corporation)

STATE OF NEW MEXICO)
New Mexico) ss.
COUNTY OF)
San Miguel

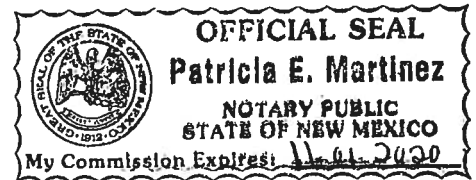
The foregoing instrument was acknowledged before me this day of Nov, 14 2018, by

[Signature] New Image Const. Inc
(Name and Title of Officer) (Name of Corporation) (State of Incorporation)
New Mexico

Corporation.

My Commission Expires:

[Signature]
Notary Public



6. COMMUNICATIONS.

- A. All notices, demands, requests, instructions, approvals, and proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Las Vegas), or if deposited in the United States mail in a sealed, or postage-prepaid envelope in each case addressed to such office.
- C. All papers required to be delivered to the City of Las Vegas shall, unless otherwise specified in writing to the Contractor, be delivered to 1700 North Grand Avenue, Las Vegas, New Mexico 87701, and any notice to or demand upon the Contracting Agency shall be sufficiently given if so delivered, or if mailed in the United States mail in a sealed, postage pre-paid envelope to City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701, or to other representatives of the City of Las Vegas or to such other address as the Contracting Agency may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, as the case may be.

7. WEATHER CONDITIONS. The Contractor will, and will cause his subcontractor, to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials, shall be removed and replaced at the expense of the Contractor.

Until the work is accepted by the City of Las Vegas the Contractor shall be responsible for protecting completed work, work in progress, equipment, materials and property from storm water, erosion, sediment, and related elements. Damage resulting from storm water, erosion, sediment, and related elements shall be the Contractor's sole responsibility to replace, repair, or otherwise rectify.

- 8. GROSS RECEIPT SURETY. The Contractor's attention is called to the requirements of a gross receipts surety bond as may be required by the State of New Mexico Bureau of Revenue. It shall be the Contractor's responsibility to ascertain if he is required to purchase a bond or not and as such will be wholly responsible for all costs so incurred and without cost to the City of Las Vegas.
- 9. SANITARY CONVENIENCES. Necessary sanitary conveniences for the use of the Contractor's employees on the project, properly screened from public observation, shall be constructed and maintained in sanitary condition by the Contractor and their use shall be strictly enforced.
- 10. ACCIDENT PREVENTION. The Contractor shall comply at all times during the life of this contract and will require its subcontractors, if any, to comply with the accident prevention provision hereinafter set forth. Additional and more specific requirements may be made in the specifications,

which form a part of this contract; however, such requirements shall always be in addition to, and not in lieu of, the provisions of this Section.

- A. Protection of Employees and Others: Exercise precaution for the safety of employees on the job, bystanders or observers, engineering personnel and inspectors and comply with all applicable provisions of State and Municipal Safety Laws and Occupational and Safety Act, 2070, (OSHA). All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, unless such instructions are incompatible with State and Municipal laws or regulations. If required by the Engineer, the Contractor shall furnish reports on all lost time accidents.
- B. Underground Structures: All storm sewer lines and other underground structures shall be ventilated with fresh air immediately before and during the time workmen are in such structures. Contractor's employees shall be prevented from smoking within 25 feet of any underground structure. Any natural gas leaks shall be immediately reported to the gas utility company and the work in the immediate vicinity shall be suspended until such leaks are repaired.
- C. Protection of Property: Where there are telephone poles, hydrants, water or gas mains or other pipes, conduits of other construction either public or private in or on the street, conduct work in such a manner as will not cause any damage to such property or any undue interruption or delay in the operation of same. Proper written notice must be afforded the companies or persons owning such mains, pipes, conduits or poles, by the Contractor or subcontractors and likewise to the Owners of any other construction encountered as well, to enable them to preserve the same from injury.
- D. Restoration of Property: Restore at his own expense any public or private damage, for which he is directly or indirectly responsible, to a condition equal to that existing before the damage. If he fails to do so or refuses to do so upon notice, the City of Las Vegas may cause such restoration and deduct the cost thereof from monies due, or which may become due, the Contractor.
- E. Barricades: The Contractor shall erect and maintain at his own expense: barricades and sufficient warning lights and other safeguards around all construction work areas, to safeguard and warn the public, employ watchmen; and strictly obey all laws and ordinances controlling or limiting those engaged in work affecting the public convenience and safety. Lighted warning devices shall be kept burning from sunset in the evening until sunrise.
- F. Construction Site Safety Engineering: The Project Manager and the City of Las Vegas are not responsible for the construction site safety. Construction review and observation by the Project Manager and City of Las Vegas does not normally, customarily, or traditionally include an affirmative duty that the Project Manager and City of Las Vegas search out deficiencies in the construction Contractor(s) safety measures. The Project Manager and City of Las Vegas are not responsible for superintendence of construction, site conditions,

operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the project site.

11. APPRENTICES. Before using apprentices on this project, the Contractor shall present to the City of Las Vegas, written evidence of registration of such employees with the New Mexico Department of Workforce Solutions, Apprenticeship Section, 501 Mountain Road NE, Albuquerque, NM 87102, Telephone 222-4674. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he is working is applicable.
12. EMPLOYMENT PRACTICE REQUIREMENTS. In accordance with Section 59-4-5 of New Mexico Statutes, the Contractor, or his subcontractors, shall not discriminate against any employee or applicant for employment to be employed in the performance of contracts to which the State or any of its political or civil subdivisions is a party, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
13. SCHEDULE OF SALARIES AND WAGES. The decision of Labor Commissioner and the referenced State laws, on the following pages, are hereby made a part of this contract.
14. CERTIFIED WEEKLY PAYROLL RECORDS. The Contractor and all subcontractors shall submit one certified copy of the project weekly payrolls to City of Las Vegas and one certified copy directly to the State Labor Commission (in June only), not later than five working days after the close of each payroll period. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
15. STATE OF NEW MEXICO LABOR AND INDUSTRIAL COMMISSION AND UNITED STATES DEPARTMENT OF LABOR REQUIREMENTS:
 - A. The minimum wages to be paid the various classes of mechanics and laborers engaged by the Contractor and subcontractors for work under this contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the State Labor Commission as provided in Section 13-4-11, NMSA 1978, and in full force and effect, without exception, on the date of the contract and during the lifetime of this contract.
 - B. The Contractor and each of his Subcontractors shall pay each of his employees working under this contract in full, in cash, and not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trace requirements or undue inconvenience to the payee.
 - C. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the Journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation reemployed by the Contractor or any

Subcontractor shall not exceed the number permitted by the applicable standard of the United States Department of Labor, or in the absence of such standards the number permitted under the usual practice prevailing between trade unions and Employees Association of the respective trades or occupations.

- D. Extra Work - Minimum Wages: In case the Owner orders the Contractor to perform extra work or additional work which may make it necessary for the contractor or any Subcontractor under him, to employ in the performance of such work, any person in any trade or occupation for which no minimum wage rate is specified, the Owner will include the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the work in such trade or occupation, not less than the minimum wage rate included.
- E. Wage Underpayments and Adjustments: The Contractor agrees that, in case of underpayment of wages to any worker on the project under this contract, that City of Las Vegas may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that City of Las Vegas may disburse such amount so withheld by it, for and on account of the Contractor to the employee to which such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by City of Las Vegas pursuant to other provisions of this contract.

A copy of the New Mexico State Office of Labor Commission Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of this contract shall be posted or otherwise made available to the Contractor's employees at all times on the job.

16. AIR POLLUTION CONTROL. The contractor shall prevent the generation of air pollution. The Contractor shall provide dust control 24 hours a day, 7 days a week.
17. STATE OF NEW MEXICO SUBCONTRACTORS FAIR PRACTICES ACT. This Public Works Project is subject to the provisions of the Subcontractors Fair Practices Act (NMSA 1978 §13-4-31, et. seq.).
- A. List of Subcontractors Required: The bidder shall define the categories of subcontractors in the bid and shall list no more than one subcontractor for each category. This list shall be filled in on the sheet provided in Section SFPA-1, immediately after the Bid Proposal. This sheet must be filled in. The list shall include the name and location of each subcontractor under potential subcontract to the bidder, who will perform work or labor or render service. All subcontractors shall be listed at the time the bid is submitted to City of Las Vegas. Failure to fill in this sheet may result in a non-responsive bid that will be rejected.
- B. Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: In the event a hearing is held pursuant to the provisions of the Subcontractors Fair Practices Act and a delay in the Work of the Project is caused as a result, the Contractor shall not be entitled to an increase in the contract amount or contract time.

New Image Const. Inc
Bidders Company Name

**SUBCONTRACTORS FAIR PRACTICES ACT
REQUIRED LISTING**

CITY OF LAS VEGAS

Bidders' listing of subcontractors for compliance with Subcontractors Fair Practices Act (NMSA 1978 §13-4-31, et. seq.). This sheet must be filled in.

PROJECT: UTILITIES OFFICE BUILDING RENOVATION

Bidder must list all subcontractors. List only one subcontractor per category of work. This listing must be filled out with either a subcontractor's name or the words "no subcontractor to be used," "no bid was received," or "only one bid was received" corresponding to each category. Failure to fill in this sheet may result in a non-responsive bid which may be rejected. See Special Conditions No. 17.

SUBCONTRACTOR'S NAME	LOCATION	CATEGORY
The Electric Horseman	1330 10th St. Las Vegas NM 87701	Electrical
Hays Plumbing Co.	600 Railroad Ave. Las Vegas NM	Heating Plumbing
Carpet one Dominguez	1000 Cerrillos Rd Santa Fe NM 87505	Flooring
NO Bids Received		Drop Ceiling
NO Bids Received		Insulation
West wood Cabinets	3011 2nd St NW Alb. NM 87107	Case work
NO Bids Received		Roofing
Discount Glass + Glazing	6604 2nd St NW Alb. NM 87107	Bullet proof Glass

New Image Const. INC
Bidders Company Name

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,, hereinafter called the "Principal," as Principal, and the , of , hereinafter called the "Surety," as Surety, are held and firmly bound unto the City of Las Vegas, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

UTILITIES OFFICE BUILDING RENOVATION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED AND SEALED this day of _____, 2018, in the presence of:

WITNESS

PRINCIPAL

TITLE

WITNESS

SURETY

TITLE

New Image Construction Inc.

Bidders Company Name

BID BOND

New Image Construction Inc.

KNOW ALL MEN BY THESE PRESENTS, that we,, hereinafter called the "Principal," as Principal, and the , of , hereinafter called the "Surety," as Surety, are held and firmly bound unto the City of Las Vegas, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

UTILITIES OFFICE BUILDING RENOVATION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED AND SEALED this day of 11/14/18, 2018, in the presence of:

WITNESS

New Image Construction Inc.
PRINCIPAL

TITLE

Philadelphia Indemnity Insurance Company

SURETY

TITLE

Tracy L. Duran, Attorney-In-Fact

WITNESS

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Brian M. Menicucci, Mark A. Menicucci, Kevin A. Menicucci, and Tracy L. Duran of Menicucci Insurance Agency LLC.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

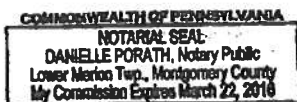
(Seal)



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Danielle Porath

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of NOVEMBER, 2013

Craig P. Keller
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



New Image Const. Inc
Bidders Company Name

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal, hereinafter called "Principal," and as Surety, hereinafter called "Surety," are held and firmly bound unto City of Las Vegas, the Obligee, hereinafter called "Owner," for the use and benefit of claimants as herein below defined, in the amount of: _____ dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated, 2018, entered into a contract with Owner for:

UTILITIES OFFICE BUILDING RENOVATION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect; subject, however, to the following conditions: A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in any for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United

New Image Const. Inc
Bidders Company Name

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

New Image Const Inc
Bidders Company Name

SPECIAL CONDITIONS

1. **AUTHORITY OF CITY OF LAS VEGAS.** City of Las Vegas or its representative shall have full authority to perform inspection of the project during construction and reserves the right to require the Contractor or its representative to take necessary action if the approved specifications are not being met.
2. **COMMENCEMENT AND COMPLETION.** The Contractor will hold their bid prices for sixty (60) calendar days after the bid date for award and/or Notice to Proceed. The Contractor shall commence work within 10 days after receipt of written Notice to Proceed from the City of Las Vegas for work described in the contract documents.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages (representing damage and risk of loss of property), the amounts listed in the following schedule for each calendar day in which the work is not complete.

Description of Work	Timeframe / Completion Date	Liquidated Damages
Substantial Completion Base Bid and Alternate(s)	180 Working Days	\$1,000.00/working day
Final Completion Base Bid & Alternate(s)	205 Working Days	\$1,000.00/working day

3. **EMERGENCY PROVISIONS.** The Contractor must designate at least one responsible employee to represent him in case of an emergency. Such employee, or employees, shall have a local telephone at which he may be reached at any hour of the day or night. Directions for contacting such employee shall be given to the City of Las Vegas Police Department, San Miguel County Sheriff Department, the Fire Marshall, and the City of Las Vegas.
4. **PERMITTED WORK HOURS.** Normal working hours for this project will be 7:00 a.m. to 7:00 p.m. Monday through Friday for the entire project. Off-hours work may be required for power outages associated with this scope. If during an emergency the City of Las Vegas directs work during off hours the Contractor shall comply with all applicable regulations regarding Federal, State and Local Noise Ordinances. The Contractor shall also furnish such lights, satisfactory to the City of Las Vegas, as will allow proper inspection and safety. In the case of emergency, the work hours may be extended.
5. **COORDINATION WITH UTILITIES.** The Contractor will be required to coordinate all utility locations with each respective utility. Contact or call New Mexico One Call for utility location as needed.

It will be required of the Contractor to protect all utilities in the vicinity of the project.

New Image Const Inc
Bidders Company Name

States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of Surety of mechanics' liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this Bond.

SIGNED AND SEALED this _____ day of _____, 2018, in the presence of:

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

- C. Applicability of this Section: This Section shall apply to all work required of the Contractor for this project.

Any questions regarding this act should be referred to Legal Counsel.

18. **Equipment Maintenance:** Field servicing and fueling of Contractor's equipment will be done in a manner to prevent the spillage of oil, fluids, or fuel. Should such fluids be spilled, the Contractor shall remove contaminated soil to an approved disposal site.
19. **Partnering:** In order to most effectively accomplish this contract, City of Las Vegas is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.
20. **Trash Control:** Trash control and maintaining a litter free work place are essential to working with the project area.
21. **Construction Sign:** The Contractor shall erect one (1) 4'x8' signs in a conspicuous location as approved by the Project Manager. The sign shall be erected on 4"x4" posts with the bottom of the sign 8' above ground level. The signs shall read:

**City of Las Vegas
Utilities Department**



UTILITIES OFFICE BUILDING RENOVATION

Contractor: (Fill in Name)

Architect: WHPacific, Inc.

Type "B" - GENERAL BUILDING
Effective January 1, 2018

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/Stonemason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Cement Mason	20.37	9.78	0.67
Electricians-Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Technician	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Sound Classifications			
Installer	23.39	8.31	0.67
Technician	28.95	7.52	0.67
Soundman	27.01	8.31	0.67
Elevator Constructor	41.10	32.40	0.67
Elevator Constructor Helper	28.77	32.40	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	16.75	5.88	0.67
Paper Hanger	16.75	5.88	0.67
Drywall Finisher/Taper	24.00	9.47	0.67
Plasterer	22.07	8.16	0.67
Plumber/Pipefitter	28.95	11.38	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Soft Floor Layer	24.00	9.47	0.67
Sprinkler Fitter	29.90	19.67	0.67
Tile Setter	23.52	8.10	0.67
Tile Setter Helper/Finisher	15.59	8.10	0.67
Laborers			
Group I	16.09	5.68	0.67
Group II	17.00	5.68	0.67
Group III	18.00	5.68	0.67
Group IV	20.25	5.68	0.67
Operators			
Group I	20.32	6.47	0.67
Group II	22.38	6.47	0.67
Group III	22.82	6.47	0.67
Group IV	23.24	6.47	0.67
Group V	23.41	6.47	0.67
Group VI	23.62	6.47	0.67
Group VII	23.73	6.47	0.67
Group VIII	26.61	6.47	0.67
Group IX	28.89	6.47	0.67
Group X	32.13	6.47	0.67
Truck Drivers			
Group I	14.76	6.25	0.67
Group II	15.00	6.25	0.67
Group III	15.50	6.25	0.67
Group IV	15.51	6.25	0.67
Group V	15.60	6.25	0.67
Group VI	15.75	6.25	0.67
Group VII	15.90	6.25	0.67
Group VIII	16.11	6.25	0.67
Group IX	16.32	6.25	0.67

NOTE: All Contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

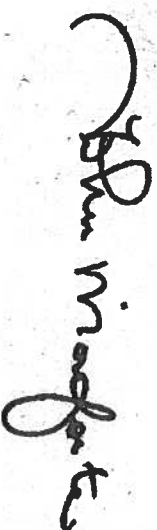
Issued to: NEW IMAGE CONSTRUCTION, INC

DBA: NEW IMAGE CONSTRUCTION, INC
HC 72 BOX 5
RIBERA, NM 87560-9601

Expires: **17-Sep-2021**

Certificate Number:

L1529937712



John Montforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

New Image Construction Inc.

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

Registration Date: 2/25/2016

Registration Number: 03025920140321

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

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

NEW IMAGE CONSTRUCTION INC.

LICENSE NUMBER

366062

Qualifying Party(S)

**MANZANARES JOHNNY
MANZANARES JOHNNY R.**

EXPIRES

06/30/2019

CLASSIFICATION(S)

GBSS, GF09




DIRECTOR

This card is the property of the CID and shall be surrendered upon demand



Susana Martinez
Governor

STATE OF NEW MEXICO
Taxation and Revenue Department



Demesia Padilla, CPA
Secretary

NEW IMAGE CONSTRUCTION, INC
HC 72 BOX 5
RIBERA, NM 87560-9601

September 11, 2015
CRS: 03-186160-00-1
Letter ID: L0651145264

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
Business Location 6 COUNTY RD B58		Business End Date
City and State RIBERA, NM		Zip Code 87510
Taxpayer Name NEW IMAGE CONSTRUCTION, INC		Taxpayer Type Corporation
Firm Name NEW IMAGE CONSTRUCTION, INC		Filing Frequency Monthly
Mailing Address HC 72 BOX 5		
City and State RIBERA, NM		Zip Code 87560-9601

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
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City and State RIBERA, NM		Zip Code 87560-9601

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Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v28

BIDDER INFORMATION

COPY

BIDDER: STOVEN Construction, Inc.

AUTHORIZED AGENT: Jeffrey Romero, President

ADDRESS: 2709 Vassar Place NE # F - Albuquerque, NM 87107

TELEPHONE NUMBER () 505-884-7550

FAX NUMBER () 505-884-7551

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: 02-369702-00-4

NEW MEXICO CONTRACTORS LICENSE NO.: 80639 GB98

BID ITEM (S): MILLS BUILDING REHAB PROJECT..

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF } New Mexico

COUNTY OF } Bernalillo

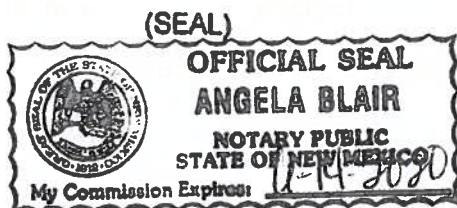
I, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 13th day of November, 2018

Signature Jeffrey Romero, President

Notary Public Signature

My Commission Expires: 06/14/2020



COPY

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: n/a

Relation to Prospective Contractor: n/a

Name of Applicable Public Official: n/a

Date Contribution(s) Made: n/a

Amount(s) of Contribution(s) n/a

Nature of Contribution(s) n/a

Purpose of Contribution(s) n/a

(The above fields are unlimited in size) n/a

n/a
Signature

n/a
Date

n/a
Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.


Signature

11/13/10
Date

President, Jeffrey Romero
Title (Position)

BID PROPOSAL: UTILITIES OFFICE BUILDING RENOVATION

TO: City of Las Vegas
1700 N Grand Ave.
Las Vegas, NM 87701
(Hereinafter called "Owner")

COPY

The undersigned hereby proposes to perform all work for the UTILITIES OFFICE BUILDING Project in accordance with the following:

1. Advertisement for Bids dated October 13, 2018 in the Albuquerque Journal and October 13, 2018 in the Las Vegas Optic.
2. The Contract Documents, including Addenda, General Conditions, Special Conditions, Drawings, and Specifications prepared by WHPacific, Inc., for the Owner.

All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices or lump sum bid including alternates shown in the following bid schedule. Bids shall not include New Mexico gross receipts tax.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will within seven (7) days execute and return to City of Las Vegas the prescribed construction contract and bonds.

STOVEN Construction, Inc.

Bidders Company Name

BID PROPOSAL

UTILITIES OFFICE BUILDING RENOVATION

COPY

BASE BID. The Bidder agrees to include all permit fees and to perform all the work described as the Base Bid in the Contract Documents for an amount determined as follows:

a) Base Bid Subtotal:

526,000.⁶⁰
~~\$500,000.00~~

b) Alternate No. 1: New finishes and lighting (Rooms #115, #116, #117)

\$ 15,000.⁰⁰

c) Alternate No. 2: New finishes and lighting (Rooms #106, #107, #108)

\$ 14,000.⁰⁰

d) BID PROPOSAL TOTAL Line a) plus Line b) plus Line c):

\$ 555,000.⁶⁰

Five Hundred ~~Thousand~~ Twenty Six Thousand

(Base Bid Total amount written in words)

Dollars

Award of the Contract will be based upon acceptance of the lowest responsible bidder based on the Base Bid and sequential Alternates if accepted.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as Bidder hereby certifies that he and his subcontractors are registered with the Department of Workforce Solutions (formerly the Labor Department) in accordance with the "Public Works Contracts - Registration of Contractors and Subcontractors" Section of the Public Works Minimum Wage Act.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will, within seven (7) days, execute and return to City of Las Vegas the prescribed construction contract, insurance and bonds.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages, the amounts listed in the following schedule for each calendar day in which the work is not complete.

STOVEN Construction, Inc.

Bidders Company Name

Description of Work	Timeframe / Completion Date	Liquidated Damages
Substantial Completion Base Bid and Alternate(s)	180 Working Days	\$1 000.00/working day
Final Completion Base Bid & Alternate(s)	205 Working Days	\$1,000.00/working day

Attached hereto is the required proposal guarantee described as follows:

The proposal guarantee shall be 5% of the total amount bid.

The receipt of Addenda is acknowledged below:

Addendum No. 1 Date 10/29/2018

Addendum No. 2 Date 11/09/18

Addendum No. Date

Addendum No. Date

Dated: 11/13/18, 2018.

SIGNATURE OF BIDDER:

(SEAL) if Bid is by a Corporation

By: Jeffrey Romero
(Print Name)

Title: President

Company: STOVEN Construction, Inc.

Address: 2709 Vassar Place NE # F

Albuquerque, NM 87107

New Mexico Contractor's Classification and License No.:

80639 GB98

SUBCONTRACTORS FAIR PRACTICES ACT REQUIRED LISTING

COPY

CITY OF LAS VEGAS

Bidders' listing of subcontractors for compliance with Subcontractors Fair Practices Act (NMSA 1978 §13-4-31, et. seq.). This sheet must be filled in.

PROJECT: UTILITIES OFFICE BUILDING RENOVATION

Bidder must list all subcontractors. List only one subcontractor per category of work. This listing must be filled out with either a subcontractor's name or the words "no subcontractor to be used," "no bid was received," or "only one bid was received" corresponding to each category. Failure to fill in this sheet may result in a non-responsive bid which may be rejected. See Special Conditions No. 17.

SUBCONTRACTOR'S NAME	LOCATION	CATEGORY
All American Ent.	ABQ NM	roofing
Westwood Cabinets	ABQ NM	countertops
Western Glass	ABQ NM	windows/glass/glazing
Dominique Carpet One	Santa Fe NM	flooring
Polished Concrete	ABQ NM	polish concrete
Hays Plumbing	Las Vegas NM	plumbing mechanical HVAC
MC Electric	Espanola NM	electrical

Stoven Construction, Inc.

Bidders Company Name

COPY

BID BOND

*Stoven Construction, Inc.

**Merchants Bonding Company (Mutual)

KNOW ALL MEN BY THESE PRESENTS, that we*, hereinafter called the "Principal," as Principal, and the , of IA hereinafter called the "Surety," as Surety,**are held and firmly bound unto the City of Las Vegas, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$ -----5%-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS, the Principal has submitted a bid for: Mills Building Rehab Project -
UTILITIES OFFICE BUILDING RENOVATION, Phase 1. Opening No. 2019-05. Las Vegas, NM.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED AND SEALED this 7th day of November, 2018, in the presence of:

Angela Bli
WITNESS

Stoven Construction, Inc.

PRINCIPAL

Jeffrey R. Romero, President
TITLE

Yonalia Biaz
WITNESS Client Service Agent

Merchants Bonding Company (Mutual)

SURETY

Susan D. Martin
TITLE Susan D. Martin, Attorney-In-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Susan D. Martin

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #:

Principal: Stoven Construction, Inc.

Obligee: City of Las Vegas

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

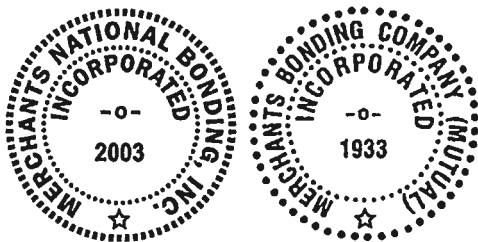
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of November, 2018.



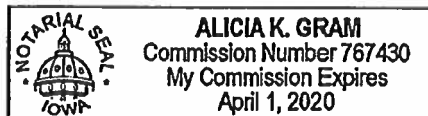
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 7th day of November, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



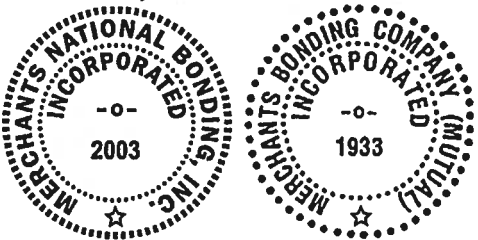
Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of November, 2018.



William Warner Jr.

Secretary

POA 0018 (3/17)

AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS

Section 0042 This Form must be used by Surety

STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

Susan D. Martin being first duly sworn deposes and says:

That he/she is the duly appointed agent for Merchants Bonding Company (Mutual) licensed or authorized to do business in the State of New Mexico.



Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of Mills Building Rehab Project-Utilities Office Building Renovation, Phase 1: Opening No. 2019-03, Las Vegas, NM. dated the 7th day of November, 2018 executed by Stoven Construction, Inc.

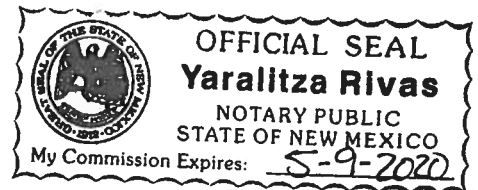
contractor, as principal and Merchants Bonding Company (Mutual) as Surety, signed by ;his deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

Susan D. Martin
Agent: Susan D. Martin, Attorney-in-Fact

Subscribed and sworn to before me this 7th day of November, 2018

Yaralitz Rivas
Notary Public: Yaralitz Rivas
My Commission expires: May 9, 2020

Agent's Address HUB International Insurance Services, Inc
P.O. Box 90756
Albuquerque, NM 87199
Telephone Number 505-828-4000



-Power of Attorney for person signing for surety company must be attached to bond

STOVEN Construction, Inc.

Bidders Company Name

CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract is executed on behalf of a Corporation)

COPY

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

The foregoing instrument was acknowledged before me this day of, 11/13 2018, by

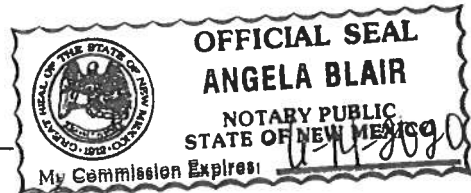
Jeffrey Romero, President STOVEN Construction, Inc. New Mexico
(Name and Title of Officer) (Name of Corporation) (State of Incorporation)

Corporation.

STOVEN Construction, Inc.

My Commission Expires:

Angela Blair
06/14/2020
Notary Public



Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/27/18

DEPT: Utilities

MEETING DATE: 01/09/19


DISCUSSION ITEM/TOPIC: Request to purchase one transport truck for the Solid Waste division.

BACKGROUND/RATIONALE: The City of Las Vegas Solid Waste division is in need of additional equipment to include a transport truck. The truck that is being used now has a blown engine and it would not be cost effective to repair it. The division would like to purchase a used transport truck to haul green waste to Wagon Mound as required by the New Mexico Environment Department. The cost of the truck is \$50,863. This is a budgeted expense and will be paid out of line item number 633-0000-650-8007.

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.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRÓN
MAYOR


ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



Solid Waste Department Equipment Request



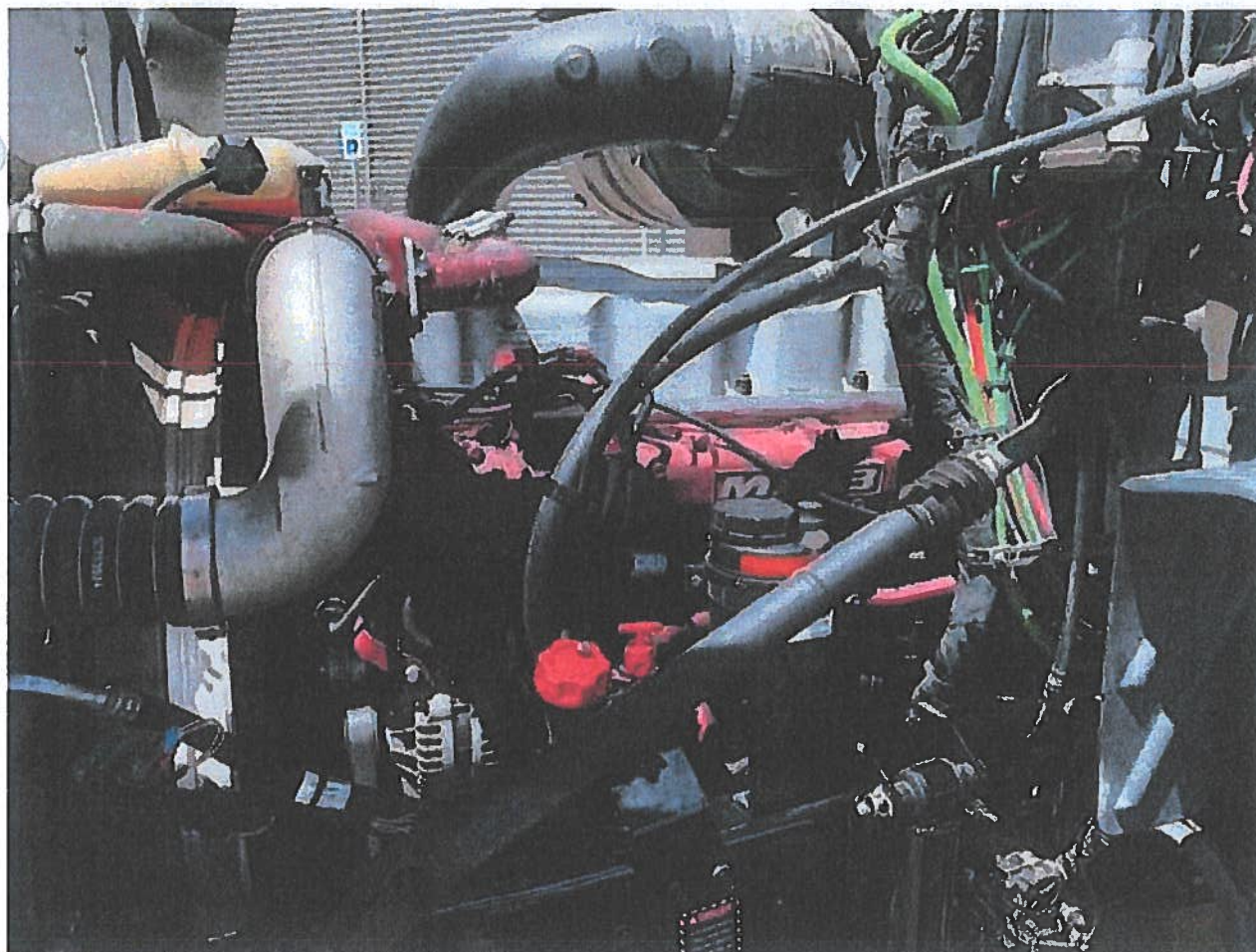
2013 Mack MP8

City of Las Vegas
Equipment Statement of Need

1. Division:	Utilities		
2. Department:	Solid Waste Department	3. Section:	Transportation System
4. Equipment Description	Year: 2013 Mack		Type: Transport Truck
	Model: MP8		Body: Day Cab
	Specialized/Custom/Technical Requirements: 40,000lb load Capacity with a two stage wet kit and locking fifth wheel		
5. Quantity:	1		
6. Cost	Cost Per Unit:	\$50,863.00	Total Cost: \$50,863.00
7. Equipment will increase the hauling capacity of the Department			
A. Briefly describe how this equipment is necessary to accomplish the program objectives.			
<p>The Solid Waste Department has what the New Mexico Environment Department identified a nuisance branch pile approximately three to five acres in size. The annual inspections for the past eight have noted the branch pile as a problem. The Department will dedicate this equipment to manage the timely removal of the branch pile.</p>			
B. Briefly describe how this equipment is unique (i.e., safety, efficiency, innovative, etc.) in its ability to accomplish the task(s)			
<p>This Transport will be equipped with a two stage wet kit, Leveling safety kit and a locking fifth wheel that will affix to a Department owned 102 cubic yard end dump trailer capable of hauling twenty tons per load.</p>			
C. Life Expectancy: Eight years		Annual Cost:	6,357.87
		Resale Value:	10,000.00
D. Will equipment be used to support another program: Yes			E. Waste Hauling System
8. Certification Statement			
A. This equipment purchase adheres to State Statutes and approved State purchasing/acquisition guidelines. YES: x			
Inspected by:	John Vigil	Title:	Equipment Operator
9.			
Approved by:	Lucas Marquez	Solid Waste Manager	











Bruckner Truck Sales, Inc.
CES Price Quote

Date: **November 27, 2018**

CUSTOMER INFORMATION

Name: **City of Las Vegas**

Address: **PO Box 160**

CSZ: **Las Vegas, NM 87701-160**

Phone: **505-426-3219** Cell:

Fax: Contact: **Alvin Jiron**

Email: **ajiron@lasvegasnm.gov**

EQUIPMENT INFORMATION

Stock #: **6007P**

Year: **2013**

Make: **Mack**

Model: **CXU613**

VIN: **1M1AW07Y5DM027949**

Salesman: **Ryan Linson**

EQUIPMENT SPECIFICATIONS

Engine Make:	Mack MP8	Wheelbase:	168"
Horsepower:	445HP	Frame:	Standard
Engine Brake:	Power Leash	Interior Trim:	Grey Vinyl
Transmission:	Eaton-Fuller 10spd	Wheels Front:	Aluminum
Front Axle:	12,000lb	Wheels Rear:	Aluminum
Rear Axle:	40,000lb	Tire Size:	
Rear Suspension:	40,000lb Air Ride	Tire Front:	295/75R22.5
Ratio:	3.55	Tire Rear:	295/75R22.5

Chassis Includes the Following Local Extras:

Amount
UTI - Locals \$50,757.00

2-Line Wet Kit w/ Combination Valve

(Provided by MCT - Cost = \$7,250) Included

Current Mileage: 449,065

Trade-In Information: Trade 1: Trade 2:

Allowances:
VIN:
Year:
Make:
Model:
Payoff:

OTHER CHARGES:

Federal Retail Excise Tax

Excise Tax, Title, and License Fees (Estimated):

Purchase Coverage Type:

Insurance Type:

VRS Temp Tag and Doc Fees:

Cash Down Payment:

TOTAL: \$50,863.00

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.



COOPERATIVE EDUCATIONAL SERVICES

May 04, 2016

Contract Award Letter

Evan Smith
BRUCKNER TRUCK SALES
8101 Daytona Rd NW
Albuquerque, NM 87121

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

16-019B-C104-ALL Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Mr. Smith,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2016-019 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Bruckner Truck with locations in Albuquerque, Farmington and Hobbs provides a complete line of Volvo, Mack, Auto Car, Isuzu and Hino medium and heavy duty trucks with a variety of options and bodies to meet individual CES Member's and Participating Entities needs. Their factory trained service department provides a comprehensive line of warranty, maintenance, repair parts and service. Contact their knowledgeable sales staff for assistance in selecting, configuring and obtaining a price quote for the individual vehicle to meet your specific purpose.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

Form B

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2016-019

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name Bruckner Truck Sales, Inc.

Address 8101 Daytona Rd NW City Albuquerque State NM Zip 87,121

Contract Contact Person Evan Smith

Authorized Signature [Signature] Printed Name Evan Smith

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

[Signature]
CES Authorized Signature

Awarded this 20th day of April 2016





COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

BRUCKNER TRUCK SALES

and

Cooperative Educational Services

Said Contract(s) being numbered:

16-019B-C104-ALL Medium and Heavy Duty Trucks

The existing Contract initially commenced on April 29, 2016 and will expire on April 28, 2018. The Term of Contract and Extension in 2016-019 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through April 28, 2020. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until April 28, 2019. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-019 RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature

Date April 04, 2018

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature

Date

4/13/18

Printed Name

EVAN SMITH

Title

GM

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 4/15/18

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 4/28/2018

Authorized Signature

Date

"Your New Mexico Procurement Partner Since 1979"

4216 Balloon Park Road NE • Albuquerque, New Mexico 87109-5801 • www.ces.org • O: 505.344.5470 • F: 505.344.9343

RFP 2016-019

Exhibit D-1: CES Defined Pricing Excel Price Book

Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Proposer Company

Name: Bruckner Truck Sales, Inc

Will pricing submitted be valid for all Regions (Yes or No)? Check either Yes or No. If "Yes" only fill in the All Regions Column. IF "No" fill in the Regions Columns that apply. Yes: X

Instructions to Offerors: In the form below, provide your firm's response/bid to each of the of the offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide requested for the category to which you are responding. **You are required to submit price sheet offered.**

Product Name	Product Description	Unit	All Regions	Region 1
This is a short description established by CES	This is long description established by CES	Bid unit of measured established by CES	Fill in if cost information is the same for all regions.	Fill in if cost information is different by Region.
Offeror's Support for CES Pricing	Offeror's Support for CES Pricing, Percent of difference between CES price and individual entity price. The amount you entered in "Form F".	Percent	2.00%	
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	Percent	15.00%	
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	3.00%	
Pricing for 2016 Vehicles Fleet Option				
Base vehicle	Percent of Discount off Printed/Published Price Sheets	Percent	42.00%	

MACK CHU,CXU,LR,MRU,TD

No: _____

ne items listed. The prices you
de those products and services
for all products and services

Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
Fill in if cost information is different by Region.	Fill in if cost information is different by Region.	Fill in if cost information is different by Region.	Fill in if cost information is different by Region.	Fill in if cost information is different by Region.	Fill in if cost information is different by Region.

Region 8
Fill in if cost information is different by Region.

Bodies	Percent of Discount off Printed/Published Price Sheets- Bruckner Net Cost	Percent	0.00%	
Utility Beds	Percent of Discount off Printed/Published Price Sheets- Bruckner Net Cost	Percent	0.00%	
Optional equipment	Percent of Discount off Printed/Published Price Sheets	Percent	35.00%	
Hourly Rates for Installation of Accessories and Equipment		Hourly Rate	\$128.00	
Hourly Rates for Paint and Body Services		Hourly Rate	N/A	
Hourly Service Rates for Maintenance and Repairs		Hourly Rate	\$128.00	
DOT Inspections	Percent of Discount off Printed/Published Price Sheets	Percent	0.00%	
Training for Drivers		Hourly Rate	\$0.00	
Training for Maintenance Personnel		Hourly Rate	\$128.00	
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	Percent	10.00%	
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	Percent	0.00%	
Extended Warranty	Percent of Discount off Printed/Published Price Sheets- Bruckner Net Cost	Percent	0.00%	

[illegible]

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.:

BID REQUIREMENTS

CHECK APPROPRIATE BOX

DATE:

12/13/2018

PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:

Dept. Order

- | | |
|---|---|
| <input type="checkbox"/> \$0 TO \$19,999.99 | Best Obtainable Price; Requires 3 telephoned or written quotes; |
| <input type="checkbox"/> \$20,000.00 TO \$59,999.99 | Requires 3 written and signed quotes; (Goods or services) |
| <input type="checkbox"/> \$60,000.00 AND OVER | Formal Process (Requires RFQ, RFP, RFB, etc.) |

☐ BID NO.: _____ - _____ AWARDED: ____/____/____; CONTRACT NO.: _____.

(RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

- ☒ SPD CONTRACT; SPD NO.: CES - 16-019B-C104-ALL EXPIRES: 04/29/2019.
☐ EXEMPT PURCHASE; Provide Section No. _____.
☐ GSA CONTRACT; GSA NO.: _____ EXPIRES: ____/____/____.
☐ PROFESSIONAL SERVICES; _____
☐ SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE POSTED ON CLV WEBSITE FOR 30 DAYS
 PRIOR TO PROCURING GOODS AND/OR SERVICES.

- ☐ EMERGENCY; _____ SECTIONS 13-1-127 STATE PROCUREMENT CODE

STATEMENT OF NEED: *(Must Complete)*

To manage the timely Removal of the nuisance branch pile.

IN COMPLIANCE WITH THE PROCUREMENT CODE #14-18 THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED
------	----------------	--------------	------------------	--------------

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
	1	ea	2013 Mack Transport Truck	\$50,863.00	\$50,863.00

[illegible]

VENDOR: CES

TOTAL: \$

\$50,863.00

ADDRESS:

NM CRS NO.:

FEDERAL TAX NO.:

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET	\$ _____
EXPENDED TO DATE	\$ _____
CURRENT EXPENSE	\$ _____
BALANCE	\$ _____

SIGNATURE OF PERSON REQUESTING

633-0000-650-8007

FUND

DEPARTMENT

ACTIVITY

APPROVED BY: _____ BUDGET AVAILABLE YES: _____ NO: _____

WHITE COPY: ACCOUNTS PAYABLE

YELLOW COPY: PURCHASING

PINK COPY: DEPARTMENT



COOPERATIVE EDUCATIONAL SERVICES

May 04, 2016

Contract Award Letter

Evan Smith
BRUCKNER TRUCK SALES
8101 Daytona Rd NW
Albuquerque, NM 87121

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

16-019B-C104-ALL Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Mr. Smith,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2016-019 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Bruckner Truck with locations in Albuquerque, Farmington and Hobbs provides a complete line of Volvo, Mack, Auto Car, Isuzu and Hino medium and heavy duty trucks with a variety of options and bodies to meet individual CES Member's and Participating Entities needs. Their factory trained service department provides a comprehensive line of warranty, maintenance, repair parts and service. Contact their knowledgeable sales staff for assistance in selecting, configuring and obtaining a price quote for the individual vehicle to meet your specific purpose.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

Form B

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2016-019

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name Bruckner Truck Sales, Inc.

Address 8101 Daytona Rd NW City Albuquerque State NM Zip 87,121

Contract Contact Person Evan Smith

Authorized Signature [Signature] Printed Name Evan Smith

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

CES Authorized Signature [Signature]

Awarded this 20th day of April 2016



FW: 2013 Mack CXU613 - Base Limited Warranty

Inbox

Ryan Linson <rlinson@brucknertruck.com>

to me, Lucas, ajiron@lasvegasnm.gov

Please see below.

Ryan Linson

Governmental Contract Sales

8101 Daytona Rd. NW

Albuquerque, NM 87121

(505) 839.5907 phone

(505) 839.5990 fax

(505) 450.8464 cell

From: Ryan Linson

Sent: Thursday, January 3, 2019 8:15 AM

To: 'smuniz@lasvegasnm.gov' <smuniz@lasvegasnm.gov>

Cc: 'Lucas Marquez' <lm Marquez@lasvegasnm.gov>; 'ajiron@lasvegasnm.gov' <ajiron@lasvegasnm.gov>

Subject: 2013 Mack CXU613 - Base Limited Warranty

Importance: High

Mr. Marquez,

All of our pre-owned, class 8, vehicles come standard with a limited engine warranty. Below are the details contact me with any further questions.

Term: 90 Days or 25,000 Miles

Ryan Linson

Governmental Contract Sales

8101 Daytona Rd. NW

Albuquerque, NM 87121

(505) 839.5907 phone

(505) 839.5990 fax

(505) 450.8464 cell

Received, thank you.

Got it.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/27/18

DEPT: Utilities

MEETING DATE: 01/09/19

DISCUSSION ITEM/TOPIC: Request to purchase one transport trailer for the Solid Waste division.

BACKGROUND/RATIONALE: The City of Las Vegas Solid Waste division is in need of additional equipment to include a transport trailer. The trailer that was being used has been taken out of service because it has been deemed unsafe due to corrosion on the sidewalls. The division would like to purchase a transport trailer to haul refuse to Wagon Mound. The cost of the trailer is \$101,415.80. This is a budgeted expense and will be paid out of line item number 633-0000-650-8004


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.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULÉ-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

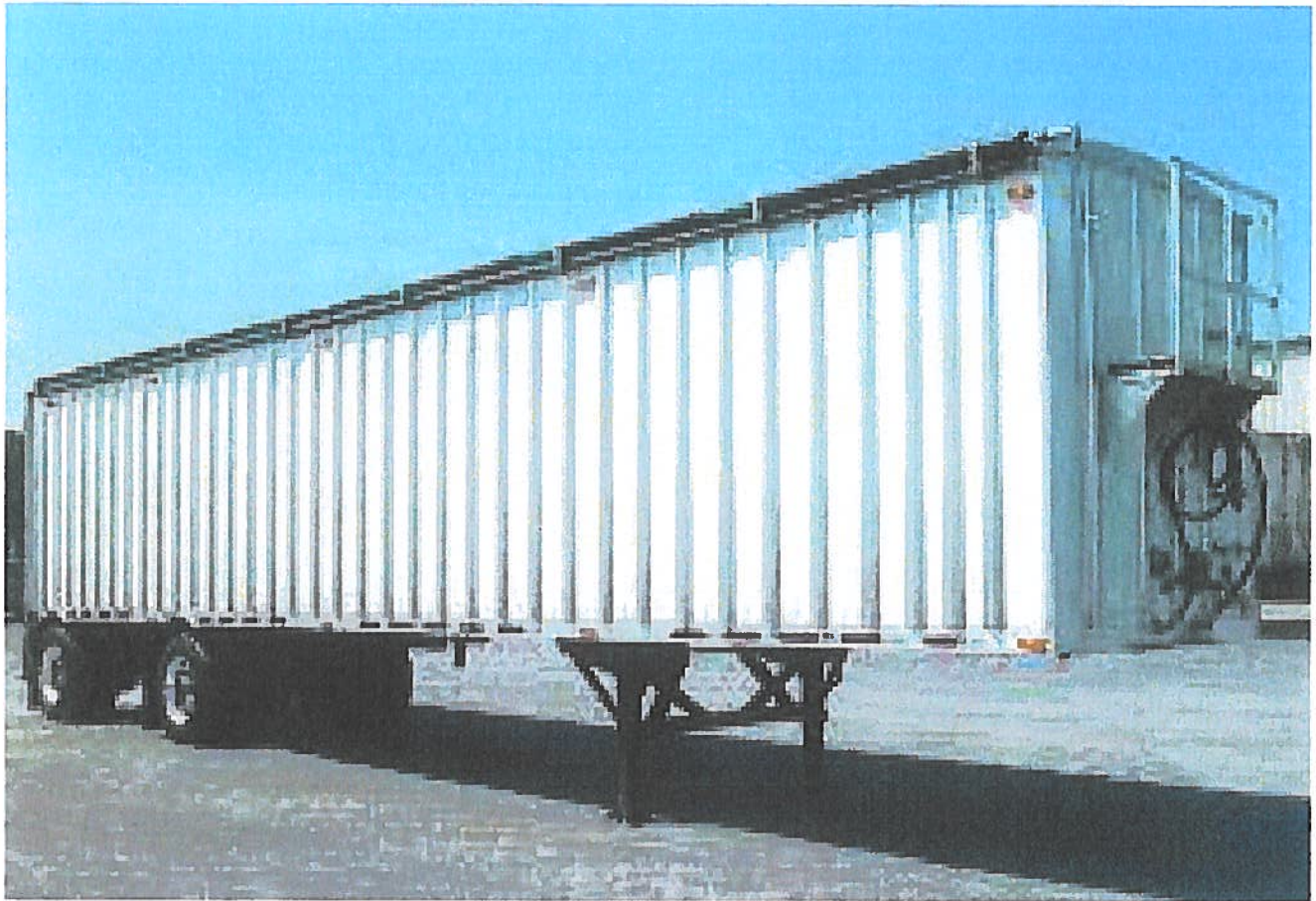

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



Solid Waste Department Equipment Request



2019 Wilkins Trailer

City of Las Vegas
Equipment Statement of Need

1. Division:	Utilities				
2. Department:	Solid Waste Department		3. Section:	Transportation System	
4. Equipment Description	Year: 2019 Wilkens			Type: Trailer-MSRP	
	Model: 102 Cubic Yard			Body: Walking Floor	
	Specialized/Custom/Technical Requirements: 102 Cubic Yard load Capacity with a two stage walking floor and automatic tarping system				
5. Quantity:	1				
6. Cost	Cost Per Unit:	\$101,415.80	Total Cost: \$101,415.80		
7. Equipment will increase the hauling capacity of the Department					
A. Briefly describe how this equipment is necessary to accomplish the program objectives.					
<p>The Solid Waste Department has what the New Mexico Environment Department identified a nuisance trash pile approximately sixty feet by eighty feet on the transfer station working floor. The annual inspections for the past two years have noted the amount of excess solid waste left on the floor can pose a public and employee health problem and that the City of Las Vegas Solid Waste Operations Permit indicates that the facility has three operational transports and trailers on hand. The Department will dedicate this equipment to manage the timely removal of the waste on a daily bases.</p>					
B. Briefly describe how this equipment is unique (i.e., safety, efficiency, innovative, etc.) in its ability to accomplish the task(s)					
<p>This Trailer will be equipped with a two stage wet kit and will affix to a Department owned transports capable of hauling twenty tons of waste per load.</p>					
C. Life Expectancy: Ten Years			Annual Cost:	\$ 10,141.58	
			Resale Value:	\$8,000.00	
D. Will equipment be used to support another program: Yes				E. Green Waste System	
8. Certification Statement					
A. This equipment purchase adheres to State Statutes and approved State purchasing/acquisition guidelines. YES: x					
Inspected by:	New Equipment			Title:	
9.					
Approved by:	Lucas Marquez			Solid Waste Manager	

**MCT, Inc.**7451 Pan American Freeway NE
Albuquerque, NM 87109Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com**Sales Quote****91910****Quoted 11/15/2018****Bill To**CITY OF LAS VEGAS
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701**Ship To**CITY OF LAS VEGAS
P.O. BOX 160
LAS VEGAS, NEW MEXICO 87701**Contact**

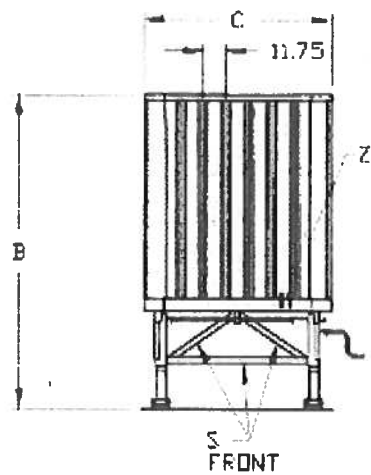
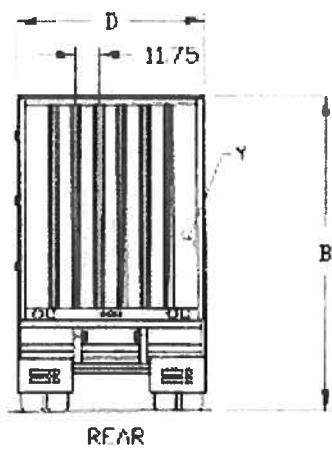
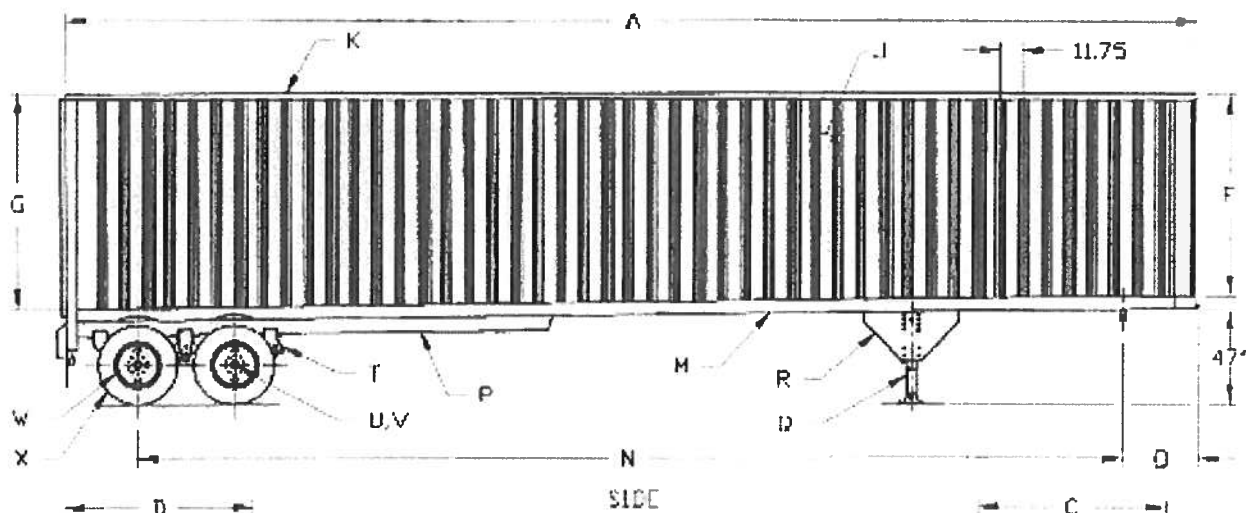
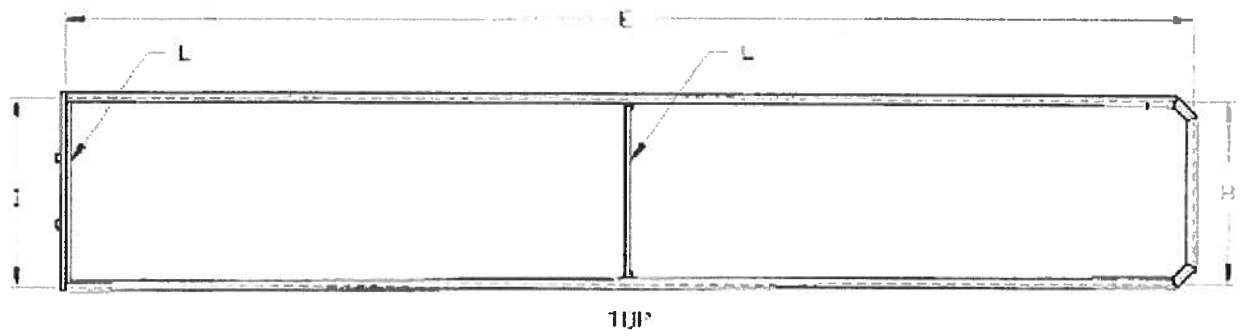
LUCAS

Purchase Order**Ship Via****FOB****Reference****Entered By****Sales rep****Terms**

TMM 7/19/2018 FM Net 30

Product	Description	Ordered	Price	Amount
WILKENS WALKING FLOOR TRLR-MSRP	SEE ATTACHED FOR SPECIFICATIONS	1.00	115,013.89	\$115,013.89
LESS 15% CES PRICE	CES CONTRACT - 16-021B-C101-ALL	-1.00	17,252.09	(\$17,252.09)
MISC FREIGHT		1.00	3,654.00	\$3,654.00

Sub-total \$101,415.80**Quote Good for 30 Days Total \$101,415.80**



Series: SCGO**Wilkens Load Runner Walking Floor, Open Top, Steel Corrugated Transfer Trailer****Capacity: 104 - 138 cubic yards****Outside Dimensions**

A. LENGTH	40'- 53'
B. HEIGHT	13'6"
C. WIDTH FRONT	102'
D. WIDTH REAR	102'

Inside Dimensions

E. LENGTH	38'9" - 52'9"
F. HEIGHT FRONT	104"
G. HEIGHT REAR	104"
H. WIDTH FRONT	96"
I. WIDTH REAR	96"

Trailer Features

J. SIDEWALL CENTERS	14GA or 12GA CORRUGATED STEEL, CORRUGATIONS ON 12' CENTERS
K. TOP RAIL	3" X 5"X 3/16" 50,000# YIELD STEEL TUBE
L. SPREADER BAR	3" X 3" X1/4" STEEL TUBE
M. BOTTOM RAIL	7GA FORMED STEEL TUBE
N. KING PIN/LAST AXLE	39' - 47'
O. KING PIN SETTING	36" WITH 5/16" STEEL T-1 PLATE
P. SUB-FRAME	4" X 8" X 3/16" STEEL TUBE
Q. LANDING GEAR	HOLLAND MARK V, SELF LEVELING SHOE
R. GEAR SUPPORT	7GA
S. GEAR BRACES	3" CHANNEL
T. SUSPENSION	HUTCH TANDEM 9700 SPRING, 48,000# CAPACITY
U. AXLES & BRAKES CHAMBERS	(2) 5" ROUND, 25,000# AXLES, 4S2M ABS WITH TOP MOUNT CHAMBERS
V. HUBS	10 BOLT
W. RIMS	STEEL DISC
X. TIRES	11R X 22.5, 14PLY
Y. REAR DOOR	CURBSIDE SWING, H.D. HINGES
Z. FRONT PANELS	14GA or 12GA
KING PIN SECTION	FABRICATED FROM 1/2" T-1 PLATE
CROSSMEMBERS	4" X 3.2# ON 12' CENTERS, STEEL I-BEAM
LIGHT SYSTEM	TRUCK LIGHT 40 SERIES, LIGHT IN DOOR
COVER	ROLL TARP
UNLOADING SYSTEM	KEITH RUNNING FLOOR II / HALLCO LIVE FLOOR
FLOOR THICKNESS	CUSTOMER CHOICE
LANDFILL EQUIPMENT	TOW HOOKS, PUSH BUMPERS
METAL PREPARATION	EXTERIOR SANDBLASTED, EPOXY PRIMER
PAINT	GRAY ENAMEL
FRONT CORNERS	10" DIAGONAL RADIUS
WEIGHT	18,500# - 22,000#

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.:

BID REQUIREMENTS

CHECK APPROPRIATE BOX

DATE:

12/13/2018

PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:

Dept. Order

- ☐ \$0 TO \$19,999.99 Best Obtainable Price; Requires 3 telephoned or written quotes;
- ☐ \$20,000.00 TO \$59,999.99 Requires 3 written and signed quotes; (Goods or services)
- ☐ \$60,000.00 AND OVER Formal Process (Requires RFQ, RFP, RFB, etc.)

☐ BID NO.: _____ - _____ AWARDED: ____/____/____; CONTRACT NO.: _____

(RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

- ☒ SPD-CONTRACT; SPD NO.: CES-16-019B-C108-ALL EXPIRES: 04/29/2019
- ☐ EXEMPT PURCHASE; Provide Section No. _____
- ☐ GSA CONTRACT; GSA NO.: _____ - _____ EXPIRES: ____/____/____
- ☐ PROFESSIONAL SERVICES; _____
- ☐ SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE POSTED ON CLV WEBSITE FOR 30 DAYS PRIOR TO PROCURING GOODS AND/OR SERVICES.

☐ EMERGENCY; _____ SECTIONS 13-1-127 STATE PROCUREMENT CODE

STATEMENT OF NEED: (Must Complete)

To manage the timely removal of a nuisance trash pile on a daily basis.

IN COMPLIANCE WITH THE PROCUREMENT CODE #14-18 THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
	1	ea	2013 Mack Transport Truck	\$101,415.80	\$101,415.80
			Contract#16-019B-C108-ALL		
			Expires:04/29/2019		
			CES/MCT		

VENDOR: CES

TOTAL: \$

\$101,415.80

ADDRESS:

NM CRS NO.:

FEDERAL TAX NO.:

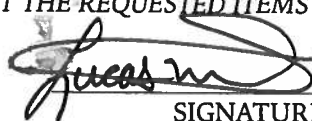
I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET \$ _____

EXPENDED TO DATE \$ _____

CURRENT EXPENSE \$ _____

BALANCE \$ _____



SIGNATURE OF PERSON REQUESTING

633-0000-650-8004

FUND

DEPARTMENT

ACTIVITY

APPROVED BY: _____ BUDGET AVAILABLE YES: _____ NO: _____

WHITE COPY: ACCOUNTS PAYABLE

YELLOW COPY: PURCHASING

PINK COPY: DEPARTMENT



COOPERATIVE EDUCATIONAL SERVICES

May 04, 2016

Contract Award Letter

Fermin Maes
MCT INDUSTRIES, INC.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

16-019B-C108-ALL Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Mr. Maes,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2016-019 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

MCT, family owned company, provides government agencies with quality products and services for over 40 years specializes in providing commercial trucks and bodies, trailers, equipment, roll-off and trash containers, equipment rental, parts and service. MCT stocks over 5,000 different parts for over 200 typed trucks, truck bodies, trailers and equipment. Their goal is to provide high quality products and services to CES Members and Participating Entities.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

Form B

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2016-019

See attached cover letter for specific awarded contract number(s).


OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name MCT INDUSTRIES

Address 7451 PAN AMERICAN FREEWAY NE City ALBUQUERQUE State NM Zip 87,109

Contract Contact Person BENNIE MARTINEZ-PRESIDENT

Authorized Signature  Printed Name Bennie Mart

OFFER EXTENDED TO TEXAS SERVICE AGENCIES




If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.


CES Authorized Signature

Awarded this 22nd day of April 2016



WILKENS INDUSTRIES, INC. WARRANTY

WARRANTY COVERAGE

WILKENS INDUSTRIES, INC. warrants to their first Purchaser only, against defects in material and workmanship on parts of only their manufacture for a period of one (1) year from the date of delivery to the first Purchaser, if manufactured according to their recommendation, but subject to the following conditions:

THIS WARRANTY WILL BECOME NULL AND VOID AND OF NO EFFECT IF ANY PART IN QUESTION:

- (1) Has been subject to abuse, misuse, negligence or accident of any type or cause.
- (2) Has been submitted or used with parts other than genuine Wilkens parts.
- (3) Owner Operator has not read the operation manual instructions or has not shown any responsibility to ask for proper training and operation of such product.
- (4) Has not followed the required preventative maintenance instructions or has not completed all the post delivery service inspections and requirements.

WARRANTY DISCLAIMERS

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WILKENS AND ITS PURCHASER MUTUALLY AGREE THAT WILKENS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES CAUSED BY THE FAILURE OF ANY PART. ANY PART OR COMPONENT OF THIS PRODUCT NOT MANUFACTURED BY WILKENS WILL BE SUBJECT TO SAID MANUFACTURER'S WARRANTY TERMS AND CONDITIONS. WILKENS WILL ACT AS THE LIAISON FOR THE WARRANTY CLAIMS SUBMITTED FOR SUCH.

REMEDIES

Wilkens and Purchaser mutually agree that Purchaser's sole remedy under this Warranty shall be limited to the repair or replacement at Wilkens option, of any part which is defective as a result of defective material and or defective workmanship of parts furnished by Wilkens. Wilkens, for a period of one (1) year from the date of purchase, will reimburse labor costs involved in replacing warranted parts, provided prior approval of Wilkens is obtained. A written estimate must be submitted for the work to be done and must be approved prior to any work being done, by Wilkens or its perspective suppliers, to which said work is related. Wilkens solely, shall determine whether or not any part is defective as that term is used in this Warranty. Wilkens reserves the right to require any and all parts to be returned, freight prepaid, to its factory at Morris, MN or to the perspective manufacturer's place of business for inspection. With respect to all parts not manufactured, the respective manufacturer's warranty will be assigned to Purchaser. Any work done, repairs, parts replacement etc., within the warranty period without the prior approval from Wilkens Industries, the cost of such work will be the responsibility of the person, parties, company who approved such work to be done. All warranty requests must be submitted with the V.I.N. number and the warranty number listed below.

Purchaser: _____

WILKENS INDUSTRIES, INC.
184 S County Road 22
Morris, MN 56267

Date of Purchase: _____

VIN _____ Model Number: _____

This warranty document must be signed and returned via mail, email or fax to (320) 589-1974.

I have read this warranty and the owners/operators manual for this product and fully understand the terms and conditions of this warranty agreement.

Signed: _____

Position: _____

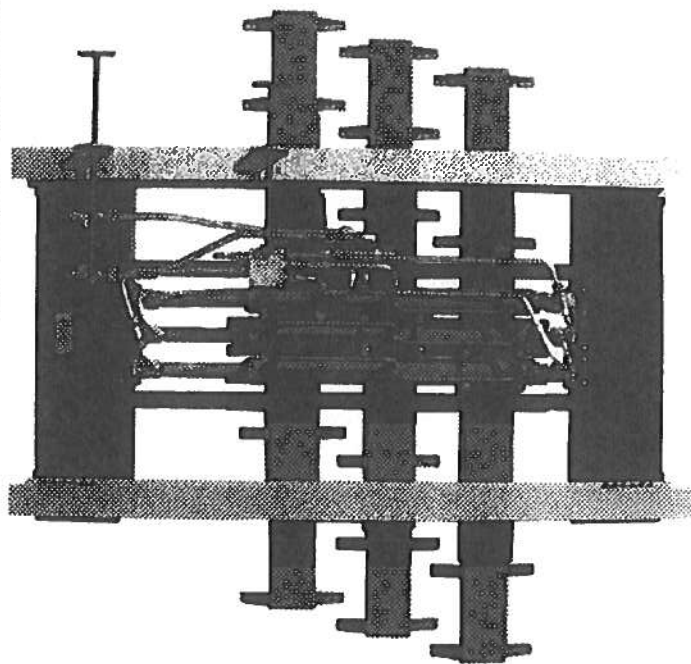
Date: _____

Two Year Warranty*

THE KEITH

RUNNING FLOOR II[®] DX DRIVE

The best selling drive unit in the world.



IDEAL FOR UNLOADING

- Refuse
- Recyclables
- Wood Products
- Grain
- Soil
- Palletized Cargo
- Other Bulk Materials

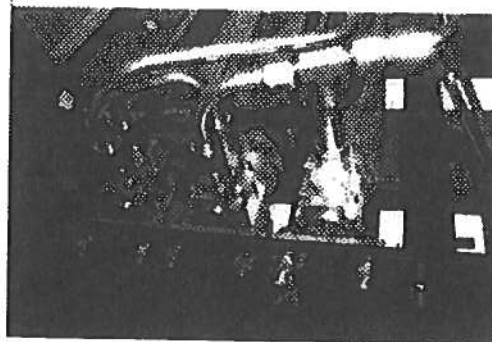
A warranty card must be on file at KEITH Mfg. Co. to qualify for the extended warranty.

* Hydraulics Only.

Flooring, Seal & Bearings are "wear" items.

- Improved Cylinder Design
- Advanced Check Valve Design
- New Tubing with Uniform Design
- Increased Corrosion Resistance
- Long-Lasting Plated Tubing

KEITH, the creator of WALKING FLOOR[®] technology, provides custom unloading systems for specialized applications worldwide.



KEITH Mfg. Co.
1.800.547.6161
www.keithwalkingfloor.com

KEITH® WALKING FLOOR® Drive Unit

Limited Warranty

A summary of the warranty conditions are as follows:

- The warranty period is for the first equipment owner only.
- A warranty card must be filled out and returned to KEITH.
- The standard warranty period is for (1) one year for the Drive system (for non-hydraulic components only, such as electrical components, drive frame, cross drives, floor shoes, flooring and components from other suppliers) from date of sale by trailer manufacturer.
- The limited hydraulic warranty period is for (2) two years for the hydraulic parts and components from date of sale by trailer manufacturer.
- The Drive system must be installed by your trailer builder according to recommended KEITH installation instructions and procedures.
- KEITH maintenance and operating procedures have been properly followed.
- In the case of a malfunction, the trailer manufacturer, and KEITH must be informed immediately.

The following issues are not covered by the warranty:

- Malfunction of equipment, or problems caused by equipment, which was not supplied by KEITH.
- Malfunction caused by the use of dirty oil, or oil of the wrong type.
- Malfunction caused by overheated oil: maximum temperature 140 °F [60 °C].
- Malfunction caused by corrosive materials.
- Malfunction caused by overloading or improper use as stated in KEITH manuals.
- Malfunction caused by improper repair work, or repair work which is carried out by third parties.
- Filter elements and components are subject to normal wear-and-tear and are not warranty items.
- Defects in electrical components caused by incorrect connection and/or incorrect voltage levels.

The warranty is void if:

- The Drive system is used for purposes which have not been recommended by KEITH.
- The wet kit is not as recommended in KEITH manuals.
- The Drive system is not installed properly.
- Loads in excess of legal limits are moved as defined in KEITH manuals and operating instructions.
- Hydraulic components are damaged by excessive heat: 140 °F [60 °C].
- Heat damage caused by a bad hydraulic pump on the truck or hydraulic wet kit.
- Damage caused by using an end dump or dump truck wet kit.
- Heat damage caused by not fully opening and closing the ball valve.

Warranty Information:

Two Year Limited Hydraulic Warranty

KEITH Manufacturing Co. hereby warrants, only to the first owner of a new KEITH® Drive system from the factory or selling distributor, that the Drive system hydraulic parts and hydraulic components shall be warranted as free from defects in material and workmanship for a period of two years to the first registered owner from the date of the sale.

This warranty does not cover normal wear and tear, maintenance, or heat damage. It is not to be construed as a service contract.

Owners Obligation: To qualify for warranty coverage, a warranty card must be completed and the equipment must be subject to normal use and service as described in KEITH manuals and warranty information.

Note: Prevention of excessive heat in the hydraulic system is the single most important factor for long system life. Bad pumps, improper wet kits and hydraulic restrictions cause excessive heat and will damage the hydraulic system. Heat damage will void the warranty.

One Year Limited Non-Hydraulic Component Warranty

KEITH Manufacturing Co. hereby warrants, only to the first owner of a new **KEITH® Drive system** from the factory or selling distributor that the product (for non-hydraulic components only, such as electrical components, drive frame, cross drives, floor shoes, flooring and components from other suppliers) shall be free from defects in material and workmanship for a period of **one year** after delivery or sale to the first registered owner.

Definition of Normal Use and Service: Normal use and service means the loading and/or unloading of uniformly distributed, non-corrosive material, properly restrained and secured, on properly maintained public roads, with gross vehicle weights not in excess of factory rated capacity. For stationary installations, normal use and service means the conveying of uniformly distributed, noncorrosive materials, with weights not in excess of factory rated capacity.

Sole and Exclusive Remedy: If the product covered hereby fails to conform to the above stated warranty, **KEITH Manufacturing Co.**'s sole liability under this warranty and the owner's sole and exclusive remedy is limited to repair or replacement of the defective part(s) at a facility authorized by **KEITH Manufacturing Co.** This is the owner's sole and exclusive remedy for all contract claims, and all tort claims including those based on the strict liability in tort and negligence. Any defective part(s) must be shipped freight prepaid to the nearest **KEITH North America/South America** facility or nearest **KEITH Europe** facility. Please contact KEITH for additional information on proper locations.

Except As Expressly Set Forth Above, KEITH Manufacturing Co. Makes No Warranties:

Express, implied or statutory, specifically: No warranties of fitness for a particular purpose or warranties of merchantability are made. Further, **KEITH Manufacturing Co.** will not be liable for incidental damages or consequential damages such as, but not limited to, loss of use of the product, damage to the product, towing expenses, attorney's fees and the liability you may have in respect to any other reason.

Tort Disclaimer: **KEITH Manufacturing Co.** shall not have any liability in tort with respect to the products, including any liability based on strict liability in tort and negligence.

If This Warranty Violates Law: To the extent any provision of this warranty, contravenes the law of any jurisdiction, that provision shall be inapplicable in such jurisdiction and the remainder of the warranty shall not be affected thereby.

Warranty Return Policy

1.) Contact **KEITH Manufacturing Co.** at 1-800-547-6161 or TechDept@KeithWalkingFloor.com for a "Returned Goods Authorization" (RGA) number before returning any item for repair or replacement. The following information is needed to ensure parts are returned as quickly as possible.

- | | |
|-----------------|------------------------------|
| a. Company name | e. Part number |
| b. Contact name | f. Quantity |
| c. Address | g. Reason for return |
| d. Phone number | h. Customer's account number |

2.) Prior approval and a RGA number is needed when returning any unused product for credit. Make sure the RGA number is on the outside of the shipping carton and all paperwork is included. Return all material on a Freight Prepaid Basis.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/03/2019

DEPT: Finance

MEETING DATE: 01/09/19

DISCUSSION ITEM/TOPIC: Resolution 19-04

BACKGROUND/RATIONALE: THE CITY IS IN NEED OF REPEALING AND REPLACING RESOLUTION 18-43 AT THE REQUEST OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION TO CLARIFY BUDGET ADJUSTMENT ADJUSTING VARIOUS FUNDS BUDGETED REVENUES, EXPENDITURES AND TRANSFERS IN AND OUT.

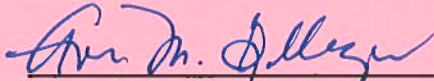
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



ANN M. GALLEGOS
INTERIM CITY MANAGER



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD ONLY)

ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-04**

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 18-43 BUDGET
ADJUSTMENTS FOR FISCAL YEAR 2019**

WHEREAS, The purpose of this Resolution is to abide by the Department of Finance and Administration request to amend previously submitted budget adjustment resolution, and

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

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$60,000 in Lodgers Tax, \$24,999 CLG Grant funding, \$101,100 ALTS grant funding, \$10,959 Non-Metro AAA grant funding, \$190,485 DOT grant and expenditures \$265,184 and \$12,000 transfer (in) in Street CO-OP Projects to include \$63,488 unbudgeted cash balance, \$12,000 transfer out of Municipal Street, \$4,090,681 NMFA Loan Proceeds with a transfer out of \$71,750 to NMFA Debt Service;

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 16th day of January, 2019

Tonita Gurule-Giron. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

**CITY OF LAS VEGAS
RESOLUTION #19-04
BUDGET ADJUST REQUEST
FISCAL YEAR 2019**

Resolution	Fund	Revenues	Transfers	Expenditures
19-04				
Lodgers Tax	202-0000-410-5107	Revenue	60,000.00	
Lodgers Tax	202-0000-750-7317	Publications & Adv/		60,000.00 Lodgers Tax Board Recommendation
CLG Grant	218-0000-500-5000	Revenue	24,999.00	Legislative Appropriation
CLG Grant	218-0000-710-7305	Expenditure		24,999.00 Professional Services
Spec Leg Approp	217-0000-430-5400	Legislative Revenue	101,100.00	Legislative Appropriation
Spec Leg Approp	217-0000-780-8079	Site Improvements		101,100.00 Parking Lot Improvements
Co-op Projects	214-0000-430-5000	SP-19 (957)	190,485.00	Dept of Transportation Revenue
Co-op Projects	214-0000-720-8131	SP-4-18-(907)		11,204.00 Design of West Natl to South
Co-op Projects	214-0000-720-8136	SP-19 (957)		253,980.00 West Natl to South Pacific St
Co-op Projects	214-0000-890-9315	Transfer in from 216	12,000.00	Transfer In from 216
Co-op Projects	214-0000-100-1101	Cash balance	63,488.00	c/o 2018 Cash Balance
Municipal Street	216-0000-890-9655	Transfer out to 214	(12,000.00)	Transfer Out to 214
Municipal Street	216-0000-100-1101	Cash balance	12,000.00	c/o 2018 Cash Balance
Senior Citizens Center	282-6300-400-5000	Senior Employ Prog Grant	10,959.00	Senior Employmnt Program Grant
Senior Citizens Center	282-6300-600-6000	Senior Employ Prog Grant		10,959.00 Senior Employmnt Program Grant
Water	646-0000-400-5000	NMFA Loan Proceeds	4,090,681.00	Loan Proceeds
Water	646-0000-700-8000	Water Storage		4,090,681.00 Water Storage Rights
Water	646-0000-890-9000	Transfer Out	(71,750.00)	Transfer to 645 for Debt Service
Water	646-0000-100-1000	Cash balance	71,750.00	c/o 2018 Cash Balance
Water Debt Serv	645-0000-610-8000	Debt Service-Prin & Int		71,750.00 Principal & Interest NIMFA
Water Debt Serv	645-0000-890-9000	Transfer In	71,750.00	Transfer from 646

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION 18-43
FISCAL YEAR 2018-2019
BUDGET ADJUSTMENT REQUEST

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-2019; and

WHEREAS, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

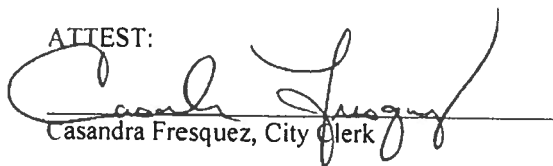
WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2018-2019 fiscal year budget; to include an increase of \$60,000 in Lodgers Tax, \$24,999 CLG Grant funding, \$111,959 - Senior Ctr. Legislative Appropriation, \$573,506 in Coop. Projects, \$4,090,681 NMFA Loan Proceeds, and \$378,239 in Aviation Grant Funding.

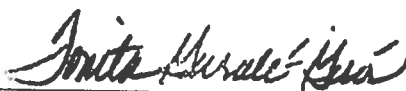
WHEREAS, it is the majority opinion of this governing body that the budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2018-2019;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

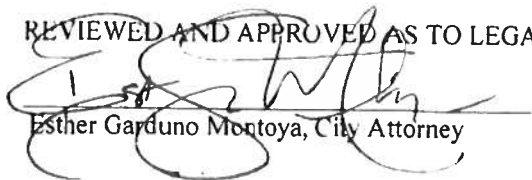
RESOLVED: In session this 17th day of October, 2018.

ATTEST:


Casandra Fresquez, City Clerk


Tonita Gurule-Giron, Mayor

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:


Esther Garduno Montoya, City Attorney



Susana Martinez
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

2017 HISTORIC PRESERVATION GRANTS, CLG GRANTS
NOTIFICATION OF GRANT AWARD

This document is solely a formal announcement of grant award funds and a request for the recipient to acknowledge the grant award. It does not obligate NMHPD to pay these funds. Grant funds will be disbursed upon meeting the stipulations of the Grant Agreement. NMHPD's Grant Programs are funded by the Historic Preservation Fund, federal funds administered by the U.S. Department of the Interior, National Park Service and are subject to federal appropriations.

GENERAL INFORMATION

APPLICANT: Robert Archuleta, Grants Writer
City of Las Vegas COUNTY: San Miguel

APPLICATION FOR: Certified Local Government Grant ☒ Historic Preservation Grant ☐

PROJECT: East Las Vegas City Hall: Exterior rehabilitation

GRANT PERIOD: Grant Agreement Completion & Purchase Order to September 30, 2018

FUNDING AWARD

\$ 25,000.00

GRANT OVERSIGHT AT HPD

Oversight of the grant process, from development and finalization of the Grant Agreement, Budget, and Scope of Work through the milestones, and final deliverables and invoicing will be managed by this HPD Staff person.

Technical Reviewer: Karla K. McWilliams Title: Grants/CLG Coordinator

Email: karla.mcwilliams@gmail.com Phone 505-827-4451

A Technical Reviewer (HPD Staff) will also be assigned to the project for oversight of the technical details of the grant.

SIGNATURE

Please have a representative from the CLG sign this form to acknowledge the receipt of this notification.

Name of Authorized Representative: Richard R. Trujillo

Title of Authorized Representative: CITY MANAGER

[Signature] Signature

9/28/17 Date



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Cultural Affairs

407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Dispatch Via Print

Purchase Order 50500-0000036598	Date 07-03-2018	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer MELISSA CATANACH	Phone	Currency USD

Supplier: 0000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-0000
United States

Ship To: 7000000000
407 Galisteo St. Bataan
Memorial Bld.
Suite 236
Santa Fe NM 87501
United States

Bill To: 407 Galisteo St. Bataan
Memorial Bld.
Suite 236
Santa Fe NM 87501
United States

Origin: EXE **ExclExcl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Federal Grant #35-17-151356.019 CFDA #15.904 City of Las Vegas - Certified Local Government Grant (CLG) 2017 CLG GRANT for Rehabilitation of East Las Vegas City Hall; TERM: September 30, 2018.	1.00	EA	\$24,999.00	\$24,999.00	07/03/2018

50500-19302-7001000000-547400- -701149- - -119-C0000

Schedule Total \$24,999.00

Item Total \$24,999.00

Total PO Amount \$24,999.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. 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 bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. PAY EQUITY RECORDING: The Contractor agrees to comply with New Mexico Pay Equity reporting requirements as detailed in Executive Order 2009-049 Implementation Guidance available at <http://www.generalservices.state.nm.us/spd/guidance.pdf>



Susana Martinez
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

CITY OF LAS VEGAS – 2017-18 CLG GRANT
GRANT AGREEMENT - #35-17-151356.018

East Las Vegas City Hall, Rehabilitation

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS VEGAS (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL*. NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND, GRANTS MANUAL* is available online at https://www.nps.gov/preservation-grants/HPF_Manual.pdf

The *New Mexico Grants Manual* (hereinafter NM Grants Manual) has been made available to the CONTRACTOR. The NM Grants Manual references the Historic Preservation Fund, Grants Manual. CONTRACTOR REPRESENTS THAT IT HAS REVIEWED the NM Grants Manual and that it is bound by the terms of the NM Grants Manual. The NM Grants Manual is available online at: <http://nmhistoricpreservation.org/assets/files/grants-loans-tax/GrantsManual.pdf>

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance – Non-Construction Programs.

1. SCOPE OF WORK. In consideration of this award, CONTRACTOR will:

- a. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.
1. CLG Coordination. Coordination of the Certified Local Government Program shall include.
 - a. Staff support. CONTRACTOR will provide staff support to the local historic preservation commission and the Town/Village/City/County in the execution of the Certified Local Government (CLG) Program. The staff person/consultant shall serve as the CLG Coordinator for the Town/Village/City/County.

1. The CLG Coordinator shall be an employee or consultant hired by the Town/Village/City/County (part- or full-time) to provide support to the historic preservation commission and the Town/Village/City/County in their historic preservation program. Staff/Consultant shall meet the Secretary of the Interior's Professional Qualifications Standards (found here: <http://www.cr.nps.gov/local-law/gis/html/quals.html>). The Town/Village/City/County must provide a resume of the staff person/consultant to HPD for its review and approval.
- b. Commission Meeting Agendas / Minutes.
CLG Coordinator shall provide one copy of minutes of all historic preservation commission meetings held within the term of this CONTRACT to HPD, and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.
- c. National Register Nominations.
The CLG shall participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator/CLG must provide one copy of comments on any proposed National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).
- d. Ordinance, Rules, Regulation Changes.
CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.
- e. Permits for Demolition.
CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town/Village/City/County.
- f. Annual Reporting & NPS Annual Reporting Forms
CLG Coordinator shall provide an Annual Report of the activities of the Commission. The report shall include the number of cases reviewed, new designations made, revised resumes and contact information of commission members, attendance records, and document educational workshops or training. The National Park Service, HPD's fiduciary support, requires similar information. The CLG Coordinator shall provide the required NPS reporting information on the required forms. CLG annual reporting forms may be found online, <https://www.nps.gov/clg/forms.html>

For more information, please contact:

Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827.4451
505/827.6338 fax
karla.mcwilliams@state.nm.us

b. Conduct the CLG Grant projects below as described:

1. Phase I of the grant project shall include:
 - a. The hiring of an architect. The architect shall oversee the development of a conservation assessment of the building. Architect should be skilled in this type of preservation work and be approved by the Historic Preservation Division with demonstrated expertise in building conservation and historic structure reports.
 - b. Completion of a Conservation Assessment. Architect will complete and finalize a conservation assessment. The conservation assessment will take the findings of the 2015 Structural Engineering Report completed by William M. Druc and the Preservation Plan completed by Atkin Olshin Schade Architects into consideration. Both of these reports included assessments of the building's condition in 2015 and lists of urgent improvements recommended. Conservation Assessment will include use of a high lift to assess building roof and upper elevations.
 - c. Creating a list of prioritized projects. The Assessment must contain a list of prioritized projects, including a list of the urgent projects to complete for phase II of this grant.
 - d. Review and approval by HPD. The Assessment must be reviewed and approved by the Historic Preservation Division before moving on to Phase II of the project.
2. Phase II of the grant project shall include:
 - a. Photo documentation. Contractor must photograph each area considered for urgent repairs to document existing conditions before work starts. Photographs must be digital in format, and meet a minimum size of 1200 x 1200 pixels and be in .JPG or .TIFF format. Please label each photo with the area of the building and existing conditions: i.e., "West Elevation, First Floor, existing conditions". Photographic documentation should include views of the roof and other areas especially when utilizing high lift.
 - b. Complete drawings and plans for urgent repairs. Proposed repairs must be illustrated in drawing and/or plan form. This serves as a record of the proposed work and also identifies the proposed rehabilitation.
 - c. HPD review and approval of proposed drawings. The Historic Preservation Division shall review and approve the proposed rehabilitation of the building by reviewing proposed drawings to ensure compliance with The Secretary of the Interior's Standards for Rehabilitation (SOI Standards). HPD is required to use the SOI Standards when reviewing projects that receive federal financial support to comply with the National Historic Preservation Act.
 - d. Completion of urgent repairs. Once drawings and plans have been reviewed and approved by HPD, physical construction may begin. If discoveries are made that impact the previously approved work, Contractor must contact HPD immediately.
 - e. HPD site visit. The Historic Preservation Division staff will complete a site visit to review ongoing work.
 - f. Photo documentation. Contractor will photo-document the building's rehabilitation. See above item, b.2.a for a description of the required photograph format. For labeling consider: "West Elevation, First Floor, post-rehab conditions".
3. Phase III of the grant project shall include:
 - a. Completion of grant reporting forms. See below in 2.d for a list of the required grant reporting forms. Reimbursement funding is dependent on completing of all grant reporting items.

2. DELIVERABLES. CONTRACTOR will complete the projects listed above under 1. Scope of Work (above) and provide the following Deliverables.

- a. Architect information. Contractor must submit options for architect for HPD review and approval.
- b. Photographic documentation. Photographic documentation must occur of the building prior to physical construction and after physical construction. See 1.b. for a description of the required photographs.
- c. Conservation Assessment. The conservation assessment shall be completed by the architect.
- d. Urgent projects list. The projects list shall be completed by the architect.
- e. Required Grant Reporting. Complete all grant-required reporting forms. Grant forms include periodic Progress Reports; Request for Reimbursement form; Timesheets (for staff, contractor, and volunteers); Final Progress Report; Verification of Cash Match; Sources of Match; Donated Items; and Completion & Closeout. Grant reporting forms may be found on the HPD website: <http://nmhistoricpreservation.org/programs/clg.html>
- f. CLG Requirements. These include all items listed in 1.a.1. CLG Coordination, above.

3. **SCHEDULE.** CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.
4. **COMPENSATION.**
- a. HPD and CONTRACTOR estimate the total cost for completing these projects is **twenty-four thousand, nine hundred and ninety-nine dollars and no cents, (\$24,999).** HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **twenty-four thousand, nine hundred and ninety-nine dollars and no cents, (\$24,999).** a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost. HPD will provide the match of in-kind costs.
 - b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable; such compensation not to exceed **twenty-four thousand, nine hundred and ninety-nine dollars and no cents, (\$24,999).**
 - c. The total amount payable to the CONTRACTOR under this Agreement, including gross receipts tax and expenses, shall not exceed **twenty-four thousand, nine hundred and ninety-nine dollars and no cents, (\$24,999).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. CLG shall provide a match for the project costs equaling the grant amount of **s twenty-four thousand, nine hundred and ninety-nine dollars and no cents, (\$24,999);** match may be in-kind in cash or both.
 - d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the Federal Fiscal Year in which the services were delivered. Invoices received after October 31, 2018 will NOT BE PAID.
 - e. Contractor must submit a detailed statement accounting for all services performed and expenses incurred by using the Request for Reimbursement Form and by providing supporting documentation of the expenditure of funds. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
 - f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *NM Grants Manual*).
5. **BUDGET.** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the City of Las Vegas, CLG Grant by September 30, 2018, and deliver all billings to HPD by October 31, 2018.
6. **TERM.** This CONTRACT will commence on the date of execution of this CONTRACT by both parties. The termination date of this CONTRACT is September 30, 2018.
7. **OMB DESIGNATION FOR CONTRACTOR.** CONTRACTOR represents that it is the following type of entity for this CONTRACT:
- ☒ Government
 - ☐ Institution of Higher Education
 - ☐ Non-Profit Organization
 - ☐ For-Profit Organization (or individual)

8. **REPRESENTATIVES.** For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:

Jeff Pappas, SHPO
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
Tel: (505) 827-4222
Email: jeff.pappas@state.nm.us

For CONTRACTOR:

Ann Marie Gallegos, Interim City Manager
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701
Tel: 505-454-1401 x. 3251
Email: amgallegos@lasvegasm.gov

9. **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant's technical aspects. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. The Grants Coordinator is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Technical Reviewer

Karla K. McWilliams
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 827-4451
Email: karla.mcwilliams@state.nm.us

Technical Reviewer

Harvey Kaplan
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 827-3971
Email: harvey.kaplan@state.nm.us

10. **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

11. **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams (contact information, above).

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A. UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *NM Grants Manual*).

13. **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

14. **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally-assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *NM Grants Manual*).

15. **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *NM Grants Manual*).

16. **PROCUREMENT REQUIREMENTS.** CONTRACTOR must comply with the procurement standards found in *NM Grants Manual* and the *Historic Preservation Fund, Grants Manual*. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

17. **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT.** CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

18. **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS.** The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

19. **PUBLIC ACKNOWLEDGEMENT.** CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*.

20. **ASSIGNMENT.** CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.

21. **SUBCONTRACTING.** CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

22. **STATUS OF CONTRACTOR.** CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees, and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

23. **APPROPRIATIONS.** The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE.** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT.** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRACTOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f) NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

26. **CONTINGENT FEES.** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

27. **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT will become the property of the State of New Mexico, Historic Preservation Division (HPD), and will be delivered to HPD no later than the termination date of this CONTRACT. CONTRACTOR, CONTRACTOR'S employees, agents or independent CONTRACTORS will not apply for a copyright of the materials without the prior written consent of HPD.

Any copyrighted materials developed under this CONTRACT are subject to a royalty-free, nonexclusive, and irrevocable license to the federal government to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes. CONTRACTOR agrees that any copyrightable publications, film, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS *Historic Preservation Fund, Grants Manual*.

29. **PROGRAM INCOME.** No program income will be generated by this project.

30. **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period, but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

32. **TERMINATION FOR CAUSE.** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

33. **TERMINATION FOR CONVENIENCE.** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

34. **ACCOUNTING.** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

35. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

36. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

- a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict of interest requirements (see *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*).
- b. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- c. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16. Without in anyway limiting the generality of the foregoing, the CONTRACTOR specifically represents and warrants that:
 1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;
 2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;
 3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in HPD's making this Agreement;
 4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A) (2007), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 5. in accordance with NMSA 1978, Section 10-16-13 (2011), the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

d. CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which HPD relied when this Agreement was entered into by the parties. CONTRACTOR shall provide immediate written notice to HPD if, at any time during the term of this Agreement, CONTRACTOR learns that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to HPD and notwithstanding anything in the Agreement to the contrary, HPD may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

37. **APPLICABLE LAW.** This CONTRACT will be governed by the laws of the State of New Mexico.

38. **ENTIRE AGREEMENT.** This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

39. **SEVERABILITY.** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

40. **SURVIVAL OF CERTAIN CONTRACT TERMS.** Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *NM Grants Manual*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

41. **BINDING ON SUCCESSORS.** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

42. **ASSURANCES.** CONTRACTOR agrees and gives assurances that:

- a. **ONLY PERMITTED MATCH.** No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.
- b. **COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS.** CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non-profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

- c. **OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT.** CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.
- d. **BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT.** CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.
- e. **SMALL BUSINESS.** CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.
- f. **POLITICAL ACTIVITIES.** CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.
- g. **RELIGIOUS INSTITUTIONS.** CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.
- h. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.
- i. **EMPLOYMENT CONSIDERATIONS.** CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.
- j. **PROPER AND SATISFACTORY PERFORMANCE.** CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.
- k. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970:** CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

43. **ANTI-KICKBACK ACT.** If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS.

44. **PUBLIC WORKS MINIMUM WAGE ACT.** If this CONTRACT funds is for an amount of sixty thousand dollars (\$60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

45. **INTELLECTUAL PROPERTY RIGHTS.** In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the *Historic Preservation Fund, Grants Manual*.
46. **FEDERAL ENVIRONMENTAL ACTS.** If the compensation promised in this CONTRACT exceeds one hundred thousand dollars (\$100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.
47. **ENERGY EFFICIENCY.** CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.
48. **CONSTRUCTION BOND REQUIREMENTS.** This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.
- a. If CONTRACT is for twenty-five thousand or less (\$25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.
 - b. If CONTRACT is for more than twenty five thousand (\$25,000), CONTRACTOR must provide:
 1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT; and
 2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.
 - c. If CONTRACT exceeds one hundred thousand dollars (\$100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:
 1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price;
 2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price; and
 3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570. The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.

49. MERGER. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understanding have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

50. PENALTIES UNDER LAW. The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

51. EQUAL OPPORTUNITY COMPLIANCE. The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

52. WORKERS' COMPENSATION. The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

53. IDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless HPD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable but not later than two (2) days after it receives notice thereof, notify the legal counsel of HPD and the Risk Management Division of the New Mexico General Services Department by certified mail.

54. NEW MEXICO EMPLOYEES HEALTH COVERAGE.

- a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed \$250,000 dollars.
- b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with information.


55. **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

56. **INVALID TERM OR CONDITION.** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

57. **ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.


IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By: 

Jeff Pappas
State Historic Preservation Officer
New Mexico Historic Preservation Division

3/16/18

Date

By: 

Ann Marie Gallegos, Interim City Manager
City of Las Vegas

3/12/18

Date

APPENDIX A: ASSURANCES

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I (Grantees Other Than Individuals) and Alternate II (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12.)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Beta Federal Forms, Inc.

04-2013
June 1996
(This form replaces 04-1993, 04-1994,
04-1995, 04-1996 and 04-1998)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

CI-2010
June 1995
(This form replaces CI-1353, CI-1354,
CI-1955, CI-1956 and CI-1983)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

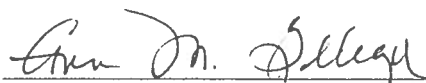
CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Ann Marie Gallegos, Interim City Manager, City of Las Vegas

TYPED NAME AND TITLE

8/12/18

DATE

CI-1010
June 1995
(This form replaces CI-1053, CI-1054,
CI-1055, CI-1356 and CI-1043)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

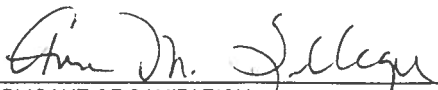
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4726-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1506 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE Ann Marie Gallegos, Interim City Manager	
APPLICANT ORGANIZATION City of Las Vegas		DATE SUBMITTED 3/12/18	

Standard Form 424B (Rev. 7-97) Back

APPENDIX B: PROJECT BUDGET
City of Las Vegas, CLG Grant Budget

East Las Vegas City Hall, Rehabilitation

EAST LAS VEGAS CITY HALL - CONSERVATION ASSESSMENT & URGENT REPAIRS

			<u>TOTAL</u>	<u>HPD</u>	<u>MATCH</u>
PROJECT COORDINATION					
Name	Rate	#			
Robert Archuleta, Grant Writer	\$20.17	25	\$504.25	\$0.00	\$504.25
CONSULTANTS					
Site Prep, Building Inspection			\$39,729.70	\$19,864.85	\$19,864.85
Urgent Repairs			\$10,269.30	\$5,134.15	\$5,135.15
PROJECT TOTAL			\$50,503.25	\$24,999.00	\$25,504.25
GRANT PROJECT TOTALS			TOTAL PROJECT \$50,503.25	HPD GRANT \$ \$24,999.00	MATCH \$ \$25,504.25

**APPENDIX C: SCHEDULE FOR MILESTONES & DELIVERABLES
CITY OF LAS VEGAS, 2017-18 – CLG Grant**

SCHEDULE OF MILESTONES & DELIVERABLES

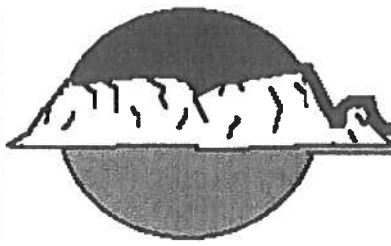
DATE	PROJECT MILESTONES & DELIVERABLES
On or before March 30, 2018	
Milestones	1). CONTRACTOR accepts grant, agreeing to Scope of Work, Schedule, and Deliverables; Signs Grant Agreement and returns to HPD. HPD will: 1). Obtain Director's signature and submit grant agreement for a purchase order.
On or before April 15, 2018	
Milestones	CONTRACTOR will: 1) Hire consultant/architect to perform assessment and oversee rehabilitation project.
Deliverables	CONTRACTOR will submit to HPD: 1) List of consultants so that HPD may provide comments and suggestions regarding consultant choice. HPD will : 1) Review submitted list of consultants.
On or before May 1, 2018	
Milestones	CONTRACTOR will: 1) Conduct a Building Conservation Assessment at the East Las Vegas City Hall and create an urgent projects list. Architect shall take into consideration structure engineering and preservation plan from 2015. 2) Photo document. Contractor/architect will take photographs of locations where urgent projects will take place.
Deliverables	CONTRACTOR will submit to HPD: 1) Conservation Assessment. 2) Urgent Projects List. HPD will : 1) Review submitted conservation assessment and urgent projects list for compliance with The Secretary of the Interior's Standards for Rehabilitations and provide comments.
On or before June 1, 2018	
Milestones	CONTRACTOR will: 1) Draft drawings and plans that illustrate proposed rehabilitation projects selected and approved on the Urgent Projects List.
Deliverables	CONTRACTOR will submit to HPD: 1) Drawings and plans for HPD review. 2) Progress Report #1, Invoice #1 for 1/3 of grant amount. HPD will: 1) Review submitted drawings and plans and provide comments to Contractor.
On or before June 30, 2018	
Milestones	CONTRACTOR will: 1) Complete rehabilitation per approved Urgent Projects List and approved drawings and plans. 2) Take photographs of existing conditions prior to starting work.
Deliverables	CONTRACTOR will submit to HPD: 1) Progress report #2. HPD will : 1) Review progress report.
On or before July 15, 2018	
Milestones	CONTRACTOR will: 1) Continue rehabilitation project. Consult with HPD as needed if any issues arise.
Deliverables	CONTRACTOR will submit to HPD: 1) Any changes to project. Contractor/architect may not change plans or drawings of proposed rehabilitation without prior review and approval by HPD. HPD will : 1) Conduct site visit to review ongoing work.

On or before July 31, 2018	
Milestones	CONTRACTOR will: 1) Continue with rehabilitation/stabilization project.
Deliverables	CONTRACTOR will submit to HPD: 1) Invoice #2 for up to 1/3 of grant amount, Progress Report#3. HPD will: 1) Review progress of project.
On or before August 30, 2018	
Milestones	CONTRACTOR will: 1) Complete stabilization and rehabilitation project. 2) Complete photographs documenting post-work conditions. 3) Complete final project reports.
Deliverables	CONTRACTOR will submit to HPD: 1) Any changes to project. HPD will : 1) Review any project changes and conduct a site visit, if needed.
On or before September 15, 2018	
Milestones	CONTRACTOR will: 1) Complete final details of rehabilitation project. 2) Take post work documentation photographs. 3) Prepare final grant reporting documents. These include: final progress report, timesheets, verification of cash match, donated items form, completion & closeout form, final invoice (for remainder of grant amount), and request for reimbursement (R4R) form.
Deliverables	CONTRACTOR will submit to HPD: 1) Final plans for rehabilitation. 2) Photographic documentation of the project (existing conditions and post rehabilitation conditions). HPD will : 1) Review final submittal and grant reporting documents and pay final invoice if project meets specifications of grant agreement herein.

Grant reporting forms may be found on the HPD website: <http://nmhistoricpreservation.org/programs/clg.html>

APPENDIX D: RESUMES

RESUMES FOR PROJECT TEAM ARE ON FILE.



CITY OF LAS VEGAS

MAYOR TONITA GURULE-GIRON

MEMO

Date: September 21, 2018

To: Tana Vega, Interim Finance Director

Fr: Wanda Salazar, Senior Center Manager

Reg: Increase Budget to Reflect Legislative Appropriation of \$101,100

Aging and Long Term Services approved an appropriation A15-0153 for \$101,100. This appropriation is for Senior Center Improvement Code and will revert June 30, 2019. Please Increase the Budget to reflect this appropriation as follows: Thank you.

Budget Adjustment Revenue

217-0000-430-5400 \$101,100.00

Budget Adjustment Expense

217-0000-780-8079 \$101,100.00

The Budget Increase to Revenue/Expense is a total of \$101,100.00

DAVID ULIBARRI

Councilor, Ward 1

VINCE HOWELL

Councilor, Ward 2

BARBARA CASEY

Councilor, Ward 3

DAVID L.ROMERO

Councilor, Ward 4

1700 North Grand Avenue .Las Vegas, New Mexico, 87701 (505) 454-1401. Fax: 454-0596



Susana Martinez, Governor
Myles Copeland, Cabinet Secretary Designate
Kyky Knowles, Deputy Secretary

May 18, 2016

Ann Marie Gallegos
Finance Director
City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

Re: Grant Agreement
A15-0153 for \$101,100 – Las Vegas Senior Center Improve Code
Reversion Date: June 30, 2019

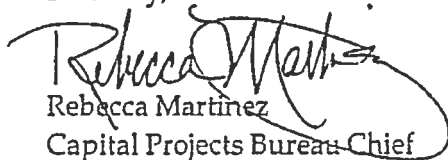
Dear Ms. Gallegos:

Attached is the fully executed Grant Agreement for the above mentioned project. You may now proceed with expenditures in accordance with the legislative intent. Please note that prior to reimbursement of funds the grantee must submit to the Department a Notice of Obligation, and a copy of the purchase order with a third party contractor or vendor as per Article II of the Grant Agreement.

In addition there are additional changes to the grantees responsibilities, in particular the reporting requirements as per Article VIII that indicate a paper and electronic report must be submitted on a monthly basis.

Please review the grant agreement carefully and contact this department if you have any questions or concerns at 505-476-4768 or email rebeccas.martinez@state.nm.us. The exhibits attached to the grant agreement are available electronically at <http://www.nmaging.state.nm.us/capital-outlay.aspx>

Sincerely,


Rebecca Martinez
Capital Projects Bureau Chief

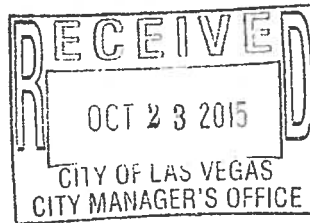
Copy: Richard Trujillo, City Manager

Partners in Lifelong Independence and Healthy Aging
Toney Anaya Building • P.O. Box 27118 • Santa Fe, New Mexico 87502-7118
505-476-4799 • Toll-free 1-866-451-2901 • www.nmaging.state.nm.us



October 19, 2015

Elmer Martinez, City Manager
City of Las Vegas
1700 No. Grand Ave.
Las Vegas, NM 87701



Susana Martinez, Governor
Myles Copeland, Cabinet Secretary
Kyky Knowles, Deputy Secretary

10/21/15 XC: myon ortiz
Ann Marie Gallys
Phillip ~~Ortiz~~ Ortiz
Martin Gonzales
Please schedule time to
discuss project and
submit by deadline
Thank,

Re: A15-0153 LAS VEGAS SENIOR CENTER-IMPROVE CODE \$101,100; End Date: 6/30/2019

Dear Mr. Martinez:

On behalf of Cabinet Secretary Myles Copeland and the Aging and Long Term Services Department (ALTSD) we are pleased to inform you that the above-referenced project has been appropriated by the State of New Mexico in the Laws of 2015. For your information, the award can be found in the Session Publications on the New Mexico Legislature web page at www.nm.legis.gov.

In May 2013, Governor Susan Martinez signed Executive Order 2013-006 which, in general, provides that capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard the State capital outlay appropriations and assets acquired with such appropriations. Specifically, the Executive Order states in part:

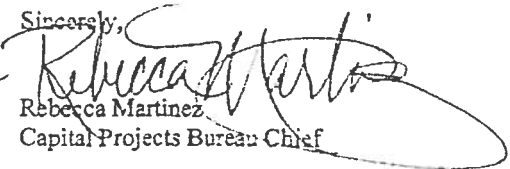
- State agencies must determine that a grantee has adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds [E.O. ¶2(A)(2)(a)].
- In the event a State agency has identified deficiencies in a grantee's accounting methods and procedures that raise concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds:
 - a. The State Agency must determine that it can impose and has the resources to implement special grant conditions that will adequately address the deficiencies [E.O. ¶2(A)(2)(b)]; or
 - b. The State agency must determine that another appropriate entity is able and willing to act as a fiscal agent for the grant [E.O. ¶2(A)(2)(c)].

After reviewing the City of Las Vegas 2014 Audit, it has been determined that no special grant conditions are required for this grant to commence.

Please submit the scope of work for the project by November 15, 2015 so that we may initiate the Grant Agreement and the project can proceed in a timely manner. The Scope of Work Template (fillable form) and Scope of Work Instructions can be found at <http://www.nmaging.state.nm.us/capital-projects-documents.aspx>. Please be advised that once the 2015 Audit is available and if the Grant Agreement has not been fully executed, the special conditions may change if applicable.

If you have any questions, please contact Rebecca Martinez at 505-476-4768 rebeccas.martinez@state.nm.us or Barbara Romero at 505-476-4704 barbara.romero@state.nm.us.

Sincerely,


Rebecca Martinez
Capital Projects Bureau Chief

Copy: Wanda Salazar, Program Director

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: Elmer Martinez
Title: City Manager
Address: 1700 North Grand Ave., Las Vegas, NM 87701
Email: ejmartinez@ci.las-vegas.nm.us
Telephone: 505-454-1401

Grantee: City of Las Vegas
Name: Ann Marie Gallegos
Title: Finance Director
Address: 1700 North Grand Ave., Las Vegas, NM 87701
Email: amgallegos@ci.las-vegas.nm.us
Telephone: 505-454-1401

Department: Aging and Long-Term Services Department
Name: Rebecca Martinez
Title: Capital Projects Bureau Chief
Address: P.O. Box 27118, Santa Fe, NM 87502-7118
Email: rebeccas.martinez@state.nm.us
Telephone: 505-476-4768

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2019 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Monthly Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Monthly Reports for the Project. Paper Monthly Reports shall be submitted on a form prescribed by the Department. The Paper Monthly and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Monthly Report format or content.

- services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of

thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

ALTSD CAPITAL OUTLAY GRANT

MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

DATE: _____
 Grantee: _____ Grant Number: _____ Reporting Period: _____ Grant Expiration Date: _____
 Address: _____ City: _____ State: _____ Zip: _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Please specify in narrative section) ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Grant Amount: _____
 AIPP Amount (if applicable) _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

Date of Invoics	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT ☐

Fiscal Year Expenditure Period Ending
(Check one)

(Jan-Jun) ☐ (Jul-Dec) ☐

Fiscal Year

- ☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements
- ☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- ☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature & Printed Name

Grantee Representative Signature & Printed Name (Preparer)

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF _____ 201

Notary Public:

My Commission Expires _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information

ALTSD Fiscal _____ Date _____

ALTSO Capital Outlay Bureau Chief	Date
-----------------------------------	------

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

SENIOR EMPLOYMENT PROGRAM
AMENDMENT NO. 1

This Amendment is made and entered into this 19th day of September 2018, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging hereinafter referred to as the "Agency" and City of Las Vegas hereinafter referred to as the "Contractor".

1. Purpose of Amendment. The purpose of the Amendment is to:

Revise the contract amount from \$7,074 to \$18,033 thereby increasing the total state dollar amount by \$10,959.

2. There are no changes to the contract Scope of Work through March 31, 2019.
3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.
3. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2018.

City of Las Vegas
Legal Name of Vendor/Contractor

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Ann M. Gallegos, City Manager
Signature

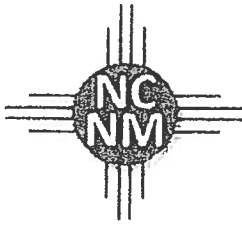
Tim Armer
Signature

Ann M. Gallegos
Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

10/1/18
Date

09/19/2018
Date



North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



MEMORANDUM

Date: September 17, 2018

To: City of Las Vegas

From: Marcia Medina, Community Services Director
Non-Metro Area Agency on Aging

Re: Senior Employment Program FY19 Amendment #1

The New Mexico State Purchasing Department has not yet issued the RFP (Request for Proposal) for the Senior Employment Program. Non-Metro AAA has been asked to extend the SEP contract period to the end of March 2019. The amount Awarded is to cover wages, FICA and Worker's Compensation. There are no additional supportive services funds.

Attached you will find the one-page amendment and the budget recalculation form. Please complete the recalculation form, sign, date and return with the amendment. Sign, date and return the SEP Contract Amendment #1 with the recalculation form. The amended contract is effective October 1, 2018.

Return to: Marcia Medina marciam@ncnmedd.com

Copy to: Lesah Sedillo lsedillo@ncnmedd.com

City of Las Vegas – 3 SEP Participants

Enrollee Wages	\$3,300 per SEP	22 weeks x 20 hrs. x \$7.50 per hour =	\$ 9,900.00
Worker's Comp	\$100 per SEP	x 3% =	\$ 300.00
FICA	\$258 per SEP	x 7.65% =	\$ 759.00
		Total 6-Month Award	\$ 10,959.00

Guidance Regarding Supportive Service Funds previously awarded.

SEP participants are entitled to supportive services to assist them in successfully participating in the program. Host Agencies may determine the process by which supportive service funds provided to the SEP.

Non-Metro AAA asks that receipts be submitted with the monthly SA-1s when a supportive service is provided to the SEP, so those funds are included in the total monthly budget when

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

September 24, 2018
NM Department of Transportation
District Four
John Herrera LGRF
P.O. Box 10
Las Vegas, NM 87701

Contract No. D15952
Project No. SP-19(957)

Vendor No. 54343
Control No. L400397

Dear Mr. Herrera;

On behalf of the City of Las Vegas, I would like to request disbursement of funds for the above reference project.

The scope of work for this project is for Plan and Design, Mill and overlay of approximately 1,980 LF of West National St. to South Pacific St.. The proposed mill and fill will replace and or repair existing curb and gutter sections as needed and reconstruct existing curb ramps to comply with current ADA and prowag guidelines.

Project Cost: \$253,980.00

New Department of Transportation \$190,485.00

Requested Reimbursement Amount

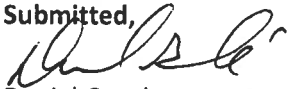
City of Las Vegas Proportional Matching 25% \$63,495.00

Total Funding \$253,980.00

Total Project Cost \$253,980.00

Thank you for your assistance with this project, if you should have any questions, please make contact at 505-426-3295.

Submitted,



Daniel Gurule

Project Manager

City of Las Vegas

Contract No. D15952
Vendor No. 54343
Project No. SP-4-19(957)
Control No. L400397

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets**, as described in Project No. **SP-4-19(957)**, Control No. **L400397**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Fifty Three Thousand, Nine Hundred Eighty Dollars (\$ 253,980.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$ 190,485.00**

**Plan design, construction management, construction, reconstruction,
pavement rehab, drainage improvements and miscellaneous construction to
various city streets.**

2. The Public Entity's required proportional matching
Share shall be 25% **\$ 63,495.00**
For purpose stated above

3. Total Project Cost **\$ 253,980.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Fifty Three Thousand, Nine Hundred Eighty Dollars (\$ 253,980.00)**.



NEW MEXICO DEPARTMENT OF
TRANSPORTATION

BAR
Increase 214
Decrease
Match 216

West Hall / Keen /

September 24, 2018

Daniel Gurule, Projects Manager
City of Las Vegas
1700 N Grand Ave
Las Vegas, New Mexico 87701

Project No: SP-4-19(957)

Dear Projects Manager Gurule:

We regret to inform you that your application for the Local Government Road Fund Match Waiver Program for the 2019 fiscal year was not approved.

The Match Waiver Funds available for FY19 were \$1,000,000 and the requests for funding totaled \$2,277,663. Due to the limited funding NMDOT selected projects based on the financial impact to each entities budget, and projects with the greatest deficit were selected.

If you have any questions or comments please contact me at (505) 699-9946 or Clarissa.martinez@state.nm.us.

Sincerely,

Clarissa Martinez
LGRF/Capital Outlay Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Billy Moore
Commissioner
District 6

MOLZEN CORBIN

September 21, 2018

Mr. Daniel Gurule
Project Manager
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

**RE: SOUTH KEEN STREET DRAINAGE IMPROVEMENTS
PROPOSAL FOR ENGINEERING SERVICES**

LVG173-20

Dear Mr. Gurule:

Molzen-Corbin is pleased to present this proposal for Engineering Services for the above-referenced project.

The City of Las Vegas has expressed an interest in drainage improvements for Keen Street south of Socorro Street. After a field visit in August 2018, it was apparent that storm water flows from the west concentrate in an arroyo that migrates through Rodriguez Park and eventually through a 48"-60" diameter culvert pipe that discharges onto Keen Street. A small drop inlet exists on the east side of Keen Street that appears to connect to a small corrugated metal pipe that makes its way to Valley Street, just west of Salazar Street.

The drop inlet appears to plug frequently and is severely undersized. Flows then migrate south on Keen Street towards Valley Street where they discharge through a property adjacent to Valley Street and eventually to an existing arroyo. As flows are conveyed down Keen Street, several properties receive a significant amount of discharge.

SCOPE OF SERVICES

We will complete the following tasks necessary to design drainage improvements for Keen and Valley Streets.

TOPOGRAPHIC SURVEY

- Complete a Topographic survey of the project area to determine existing slopes and field measurements necessary for design.

PRE-DESIGN SCOPING/STUDY

- Verify existing storm water infrastructure with a detailed field visit.
- Research existing plats for property boundary information as well as drainage easements.
- Contract with a sub-consultant to televise the existing storm sewer pipe to verify its condition as well as its location between Keen Street and Valley Street.
- Complete drainage calculations necessary for design.

PRELIMINARY DESIGN

- Prepare preliminary plans for review by the City.
- Prepare preliminary specifications for review by the City.

FINAL DESIGN

- Prepare final plans for bidding purposes.
- Prepare final specifications for bidding purposes.

MolzenCorbin.com

COMPENSATION

Due to the unknown conditions of the existing infrastructure, we propose a time and materials budget not to exceed the total amount as described below:

T&M TASKS	
Special Services	
Topographic Survey	\$ 4,350.00
Televising Existing Storm Sewer	\$ 3,900.00
Subtotal Excluding NMGRT	\$ 8,250.00
Design Phase	
Pre-Design Scoping/Study	\$ 4,650.00
Preliminary Design (60%)	\$ 10,300.00
Final Design (100%)	\$ 5,400.00
Subtotal Excluding NMGRT	\$ 20,350.00
Reimbursables	
Mileage	\$ 400.00
8.5x11 Copies	\$ 100.00
24x36 Copies	\$ 150.00
Subtotal Excluding NMGRT	\$ 650.00

The total contract amount of \$29,250.00 will not be exceeded without your prior authorization. Upon completion of the design phase, we will submit a Task Order for bidding and construction phase services.

COMPLETION

We propose to complete the preliminary plans within 90 days of your authorization to proceed, and the final plans within 45 days of City authorization to proceed with that phase.

If you are in agreement with the proposed scope, schedule, and fee for these services, please sign one copy of this Task Order/Agreement letter and return it to our office.

We appreciate the opportunity to provide professional engineering services. If you have any questions or require additional information, please contact Jonah Ruybalid or myself at (505) 242-5700.

Sincerely,

MOLZEN-CORBIN & ASSOCIATES

CITY OF LAS VEGAS

Kevin W. Eades, P.E.
Executive Vice President

Daniel Gurule
Project Manager

DETAILED BOND DEBT SERVICE

City of Las Vegas
Acquisition of Water Storage Rights, PPRF-4698

Loan Component (LOAN)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2018			22,679.53	22,679.53	
05/01/2019	380,000	1.470%	43,428.90	423,428.90	446,108.43
11/01/2019			40,635.90	40,635.90	
05/01/2020	380,765	1.630%	40,635.90	421,400.90	462,036.80
11/01/2020			37,532.66	37,532.66	
05/01/2021	386,972	1.820%	37,532.66	424,504.66	462,037.32
11/01/2021			34,011.22	34,011.22	
05/01/2022	394,015	1.940%	34,011.22	428,026.22	462,037.44
11/01/2022			30,189.27	30,189.27	
05/01/2023	401,659	2.060%	30,189.27	431,848.27	462,037.54
11/01/2023			26,052.18	26,052.18	
05/01/2024	409,933	2.200%	26,052.18	435,985.18	462,037.36
11/01/2024			21,542.92	21,542.92	
05/01/2025	418,951	2.340%	21,542.92	440,493.92	462,036.84
11/01/2025			16,641.19	16,641.19	
05/01/2026	428,755	2.450%	16,641.19	445,396.19	462,037.38
11/01/2026			11,388.94	11,388.94	
05/01/2027	439,259	2.530%	11,388.94	450,647.94	462,036.88
11/01/2027			5,832.32	5,832.32	
05/01/2028	450,372	2.590%	5,832.32	456,204.32	462,036.64
	4,090,681		513,761.63	4,604,442.63	4,604,442.63

645
Debt Service

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/03/2019

DEPT: Finance

MEETING DATE: 01/09/19

DISCUSSION ITEM/TOPIC: Resolution 19-05

BACKGROUND/RATIONALE: THE CITY IS IN NEED OF REPEALING AND REPLACING RESOLUTION 18-45 AT THE REQUEST OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION TO CLARIFY BUDGET ADJUSTMENT ADJUSTING VARIOUS FUNDS BUDGETED REVENUES, EXPENDITURES AND TRANSFERS IN AND OUT.


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.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



ANN M. GALLEGOS
INTERIM CITY MANAGER



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD ONLY)

ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-05**

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 18-45 BUDGET
ADJUSTMENTS FOR FISCAL YEAR 2019**

WHEREAS, The purpose of this Resolution is to abide by the Department of Finance and Administration request to amend previously submitted budget adjustment resolution, and

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

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$305,891 in the E911 Program, an increase of 174,602 in the 2017 CFP Grant, an increase of \$68,585 in the 2018 CFP Grant, an increase in net transfers of \$115,190 and an increase of expenditures of \$115,190 in Low Rent Housing and an increase in transfer out in the General Fund of \$11,685;

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 16th day of January, 2019

Tonita Gurule-Giron. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

**CITY OF LAS VEGAS
RESOLUTION #19-05
BUDGET ADJUST REQUEST
FISCAL YEAR 2019**

Resolution	Fund	Revenues	Transfers	Expenditures
19-05				
E911	294-0000-400-5000	Revenue	\$ 305,891.00	Grant Revenue
E911	294-0000-800-8000	Equipment		Equipment
				\$ 305,891.00
2018 CFP/Grant	673-0000-400-5000	Add'l Grant Revenue	\$ 174,602.00	Grant Revenue
2018 CFP/Grant	673-0000-650-8722	Site Improvements		Site Improvements
2018 CFP/Grant	673-0000-890-0000	Transfer out 652	\$ (34,920.00)	Transfer to 652
2017 CFP/Grant	676-0000-400-5000	Add'l Grant Revenue	\$ 68,585.00	Grant Revenue
2017 CFP/Grant	676-0000-890-0000	Transfer Out to 652	\$ (68,585.00)	Transfer to 652
Housing - Low Rent	652-0000-650-8132	Betterments & Additions		\$ 62,872.00
Housing - Low Rent	652-7400-610-7430	Maint Bldg & Grounds		\$ 52,318.00
Housing - Low Rent	652-0000-890-0000	Transfer in 673	\$ 34,920.00	Transfer from 673
Housing - Low Rent	652-0000-890-0000	Transfer in 673	\$ 68,585.00	Transfer from 676
Housing - Low Rent	652-0000-890-0000	Transfer in 101	\$ 11,685.00	Transfer from 101
General Fund	101-0000-890-0000	Transfer out 652	\$ (11,685.00)	Transfer out to 652
General Fund	101-0000-100-1101	Cash Balance	\$ 11,685.00	c/o 2018 Cash Balance
	Total		\$ 560,763.00	\$ 560,763.00

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION 18-45
FISCAL YEAR 2018-2019
BUDGET ADJUSTMENT REQUEST

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-2019; and

WHEREAS, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2018-2019 fiscal year budget; to include an increase of \$305,891 in the E911 Program, an increase of \$174,602 in the 2017 CFP Grant, an increase of \$68,585 in the 2018 CFP Grant, an increase of \$115,190 in Low Rent Housing. Total increase of \$560,763.

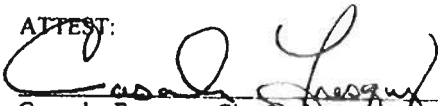
WHEREAS, it is the majority opinion of this governing body that the budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2018-2019;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.


RESOLVED: In session this 20th day of November, 2018.


Tonita Gurule-Giron, Mayor

ATTEST:


Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:


Esther Garduno Montoya, City Attorney



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-8346



Interim Chief Christopher Lopez

MEMORANDUM

TO: Tana Vega, Interim Finance Director

FROM:

Beatrice Salazar

Beatrice Salazar
Grants Administrator

DATE: July 12, 2018

RE: Request for Budget

Attached you will find copies of the approval letter from DFA and a budget breakdown for the 2019 Law Protection Fund. This grant will go before Mayor and Council this month. These are being forwarded to you in order to receive DFA approval to expend funds.

The fund number for this fund is 215. If you have any questions or concerns, feel free to contact me.

XC: Training File
File



215

For #215 Budgeted
Already 2019 Budget
in

EXPIRES 06/30/19

PROJECTED REVENUE			
		TOTAL FUNDING	\$ 37,400.00
LINE ITEM	EXPENDITURES		
	NMFA Loan	\$	25,435.00
215-0000-710-72-02	Travel	\$	5,000.00
215-0000-710-72-03	Training	\$	4,000.00
215-0000-710-75-23	Supplies	\$	2,965.00
	TOTAL BUDGET	\$	37,400.00

SUSANA MARTINEZ
GOVERNOR



DUFFY RODRIGUEZ
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

JOLENE SLOWEN
DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

TO: Chief Law Enforcement Officers
FROM: Rick Lopez, Director
Local Government Division
DATE: May 30, 2018
RE: Law Enforcement Protection Fund FY2018-2019 Final Distribution

RECEIVED
JUN 06 2018

Pursuant to the Law Enforcement Protection Fund Act, Section 29-13-5 NMSA 1978, the Department of Finance and Administration (DFA), Local Government Division (LGD) hereby notifies all applicants of the final Law Enforcement Protection Fund (LEPF) distribution for fiscal year 2018-2019. The LGD is making every effort to make distribution payments by the end of July 2018.

Please keep in mind that the LEPF funds are legally restricted to expenditure for specific purposes as allowed by law and must be budgeted and accounted for in a special revenue fund.

If your entity has entered into a loan intercept agreement with the New Mexico Finance Authority (NMFA), the loan payment amount due for the fiscal year 2018-2019 has been accounted for on the attached distribution spreadsheet in order to determine the net distribution to be paid to your entity. The loan payment will be distributed directly to the New Mexico Finance Authority (NMFA) on your entity's behalf.

Please contact Jolene Gonzales of my staff at (505) 827-4933 if additional information is required.

Attachment

Fiscal Year: July 1, 2018 To June 30, 2019

Page 1 of 6

DEPARTMENT OF FINANCE AND ADMINISTRATION - LOCAL GOVERNMENT DIVISION

Law Enforcement Protection Fund Distribution (LEPF) - Municipalities

Fiscal Year: July 1, 2018 To June 30, 2019

May 30, 2019 Final Distribution

A	B	C	D	E	F	G	H	I	J
MUNICIPALITY	(1)	Population 2010 Census Muni's	Class [1, 2, or 3]	LEPF Base Amount	Number of Officer's (5)	Total @ \$600 Per Officer	Prorated Amount @ 100%	Total LEPF Distribution	LEPF Pledges (NMFA)
Corrales	Y	8,329	1	20,000	13	7,800	7,800	27,800	
Cuba	Y	731	1	20,000	4	2,400	2,400	22,400	
Deming (5)	Y	14,855	1	20,000	35	21,000	21,000	41,000	
Des Moines	Y	143	1	20,000	0	0	0	20,000	
Dexter	Y	1,266	1	20,000	3	3,000	3,000	23,000	
Edgewood	N	290	1	20,000	0	0	0	0	
Edgewood	Y	3,735	1	20,000	8	4,800	4,800	24,800	
Elephant Butte	Y	1,431	1	20,000	0	0	0	20,000	
Elida	Y	197	1	20,000	1	600	600	20,600	
Elida	N	197	1	0	0	0	0	0	
Espanola (4)	Y	10,224	1	20,000	20	12,000	12,000	32,000	
Estancia	Y	1,655	1	20,000	4	2,400	2,400	22,400	
Eunice	Y	2,922	1	20,000	7	4,200	4,200	24,200	
Farmington	Y	45,877	2	30,000	25	75,000	75,000	105,000	
Farmington	N	45,877	2	0	0	0	0	0	
Folsom	N	56	1	20,000	0	0	0	20,000	
Ft. Sumner	Y	1,031	1	20,000	1	600	600	20,600	
Gallup	Y	21,678	2	30,000	61	36,600	36,600	66,600	
Grady	Y	107	1	20,000	0	0	0	20,000	
Grants (5)	Y	9,182	1	20,000	15	9,600	9,600	29,600	

DEPARTMENT OF FINANCE AND ADMINISTRATION - LOCAL GOVERNMENT DIVISION

Law Enforcement Protection Fund Distribution (LEPF) - Municipalities

Fiscal Year: July 1, 2018 To June 30, 2019

June 30, 2019

A	B	C	D	E	F	G	H	I	J
MUNICIPALITY	(1)	Population 2010 Census Muni's	Class [1, 2, or 3]	LEPF Base Amount	Number of Officer's	Total @ \$600 Per Officer	Prorated Amount @ 100%	Total LEPF Distribution	LEPF Pledges (NMFA)
Grenville	N	143	1	20,000	0	0	0	20,000	
Hagerman	Y	1,257	1	20,000	4	2,400	2,400	22,400	
Hatch	Y	1,648	1	20,000	8	4,800	4,800	24,800	
Hobbs (5)	Y	34,122	2	30,000	32	49,200	49,200	79,200	
Hope	Y	105	1	20,000	1	600	600	20,600	
House	Y	68	1	20,000	0	0	0	20,000	
Hurley	Y	1,297	1	20,000	2	1,200	1,200	21,200	\$8,417
Jal	Y	2,047	1	20,000	5	3,000	3,000	23,000	
Jemez Springs	N	250	1	20,000	4	2,400	2,400	22,400	
Kirtland (7)	Y	n/a	1	20,000	0	0	0	20,000	
Lake Arthur	N	436	1	20,000	1	600	600	20,600	
Las Cruces (5)	Y	97,618	2	30,000	173	106,800	106,800	136,800	
Las Vegas	Y	13,753	1	20,000	79	17,400	17,400	37,400	325,435
Logan	Y	1,042	1	20,000	3	1,800	1,800	21,800	
Lordsburg	Y	2,797	1	20,000	5	5,400	5,400	25,400	
Los Lunas	Y	14,835	1	20,000	36	21,600	21,600	41,600	
Los Ranchos (no application rec'd)	N	6,024	1	0	0	0	0	0	
Loving (5)	Y	1,413	1	20,000	3	1,800	1,800	21,800	
Lovington	Y	11,009	1	20,000	34	14,400	14,400	34,400	
Magdalena	Y	938	1	20,000	1	600	600	20,600	\$12,900
Maxwell	Y	254	1	20,000	0	0	0	20,000	
Melrose	Y	651	1	20,000	0	0	0	20,000	
Mesilla	Y	2,196	1	20,000	8	4,800	4,800	24,800	\$16,245
Milan	Y	3,245	1	20,000	8	4,800	4,800	24,800	
Moriarty	Y	1,910	1	20,000	10	6,000	6,000	26,000	

DEPARTMENT OF FINANCE AND ADMINISTRATION - LOCAL GOVERNMENT DIVISION

Law Enforcement Protection Fund Distribution (LEPF) - Municipalities

Fiscal Year: July 1, 2018 To June 30, 2019

MAY 30, 2019 FINAL DISTRIBUTION

A	B	C	D	E	F	G	H	I	J
MUNICIPALITY	(1)	Population 2010 Census Muni's	Class [1, 2, or 3]	LEPF Base Amount	No. of Certified Officers (5)	Total @ \$600 Per Officer	Prorated Amount @ 100%	Total LEPF Distribution	LEPF Pledges (NMFA)
Mosquero	Y	93	1	20,000	0	0	0	20,000	\$5,566
Mountainair (5)	Y	928	1	20,000	3	1,800	1,800	21,800	
Pecos (no application rec'd)	Y	1,392	1		0	0	0	0	0
Peralta (3)	Y	3,660	1	20,000	0	0	0	20,000	
Portales	Y	12,280	1	20,000	21	12,600	12,600	32,600	
Questa	Y	1,770	1	20,000	2	1,200	1,200	21,200	
Raton	Y	6,885	1	20,000	10	6,000	6,000	26,000	\$20,710
Red River	Y	477	1	20,000	4	2,400	2,400	22,400	
Reserve	Y	289	1	20,000	0	0	0	20,000	
Rio Communities (7)	Y	n/a	1	20,000	0	0	0	20,000	
Rio Rancho (5)	Y	87,521	2	30,000	118	70,800	70,800	100,800	\$53,571
Roswell	Y	48,366	2	30,000	78	46,800	46,800	76,800	
Roy (1)	N	n/a	n/a	0	n/a	0	0	0	0
Ruidoso	Y	8,029	1	20,000	21	12,600	12,600	32,600	
Ruidoso Downs (5)	Y	2,815	1	20,000	7	4,200	4,200	24,200	
San Jon	Y	216	1	20,000	0	0	0	20,000	
San Ysidro	Y	193	1	20,000	2	1,200	1,200	21,200	\$10,563
Santa Clara	Y	1,686	1	20,000	3	1,800	1,800	21,800	\$15,725
Santa Fe (5)	Y	67,947	2	30,000	158	94,800	94,800	124,800	
Santa Rosa	Y	2,848	1	20,000	7	4,200	4,200	24,200	\$17,277

DEPARTMENT OF FINANCE AND ADMINISTRATION - LOCAL GOVERNMENT DIVISION

Law Enforcement Protection Fund Distribution (LEPF) - Municipalities

Fiscal Year: July 1, 2018 To June 30, 2019

MAY 30, 2019 LOCAL DISTRIBUTION

A	B	C	D	E	F	G	H	I	J
MUNICIPALITY	(1)	Population 2010 Census Muni's	Class [1, 2, or 3]	LEPF Base Amount	No. of Certified Officers (5)	Total @ \$600 Per Officer	Prorated Amount @ 100%	Total LEPF Distribution	LEPF Pledges (NMFA)
Silver City	Y	10,315	1	20,000	29	17,400	17,400	37,400	
Socorro	Y	9,051	1	20,000	35	9,000	9,000	29,000	
Springer	Y	1,047	1	20,000	1	600	600	20,600	\$15,732
Sunland Park (5)	Y	14,106	1	20,000	19	11,400	11,400	31,400	
Taos (5)	Y	5,716	1	20,000	19	11,400	11,400	31,400	
Taos Ski Valley	Y	69	1	20,000	2	1,200	1,200	21,200	
Tatum	Y	798	1	20,000	3	1,200	1,200	21,200	\$14,597
Texico	Y	1,130	1	20,000	2	1,200	1,200	21,200	
Tijeras (1)	N			0		0	0	0	
T or C	Y	6,475	1	20,000	9	5,400	5,400	25,400	
Tucumcari	Y	5,363	1	20,000	31	6,600	6,600	26,600	
Tularosa	Y	2,842	1	20,000	6	3,600	3,600	23,600	
Vaughn	Y	446	1	20,000	1	600	600	20,600	
Virden (1)	N			0		0	0	0	
Wagon Mound	Y	314	1	20,000	0	0	0	20,000	
Willard (1)	N			0		0	0	0	
Williamsburg	Y	449	1	20,000	0	0	0	20,000	
TOTALS		1,336,980		\$2,000,000	1,470	\$1,482,000	\$1,482,000	\$3,482,000	\$275,177

Notes:

(1) Does the municipality have a police department? Y = Yes. N = No.

The populations of municipalities not served by a municipal police department are assigned to the county.

(2) Los Alamos has a combined county and municipal government and will receive only one LEPF distribution.

DEPARTMENT OF FINANCE AND ADMINISTRATION - LOCAL GOVERNMENT DIVISION

Law Enforcement Protection Fund Distribution (LEPF) - Municipalities

Fiscal Year: July 1, 2018 To June 30, 2019

MAY 30, 2018 FINAL DISTRIBUTION

A	B	C	D	E	F	G	H	I	J
MUNICIPALITY	(1)	Population 2010 Census Muni's	Class [1, 2, or 3]	LEPF Base Amount	No. of Certified Officers (5)	Total @ \$600 Per Officer	Prorated Amount @ 100%	Total LEPF Distribution	LEPF Pledges (NMFA)
(Los Alamos reflected on NM County LEPF distribution)									

- (3) 3,660 of Peralta's population is subtracted from Valencia County due to the entity's incorporation which is reflected in the 2010 Census.
9,470 of Anthony's population is subtracted from Dona Ana County due to the entity's incorporation which is reflected in the 2010 Census.
- (4) 3,250 of Espanola's 10,224 population reside in Santa Fe Co. and are subtracted from Santa Fe's total population in computing the county's net population for LEPF purposes.
- (5) Adjustments may have been made to the number of certified officers you reported. All applications were compared to the "New Mexico Officer Registry" maintained by the Training and Recruiting Division at the New Mexico Department of Public Safety. Generally, adjustments resulted for officers who have changed departments within the past year. Newly hired officers must be reported by their current employers to the Training and Recruiting Div. to validate the certifications with that department. If newly hired officers are not reported, the officer is listed as "unemployed" by the Training and Recruiting Div. until the officer has been reported. If an officer is listed as "unemployed" for two years, the officer must be recertified. To prevent any problems in the future, please make sure the official registry at DPS has been updated and is current as of March 31st each year. For more information, you may contact the Training and Recruiting Division at 4491 Cerrillos Road, Santa Fe, NM 87505 or by telephone at 505-827-9276
In some instances, officers were claimed who are no longer certified or no longer employed. Only certified full-time officers and those who will be certified by July 1 are eligible for a \$600 distribution.
- (6) Albuquerque Aviation PD is a municipal police department; however, it is not eligible for the base entitlement because all municipal population is assigned to the City of Albuquerque. Therefore, Aviation PD only qualifies for an allocation of \$600 per certified law enforcement officer.
- (7) There is no population data shown for Kirtland and Rio Communities because they were incorporated after the 2010 Census was published.

NOTE: The 2010 Census population data did not change the classification for any municipality.



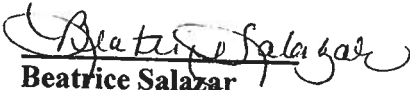
City of Las Vegas
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Interim Chief Christopher Lopez

MEMORANDUM

TO: Tana Vega, Interim Finance Director

FROM: 
Beatrice Salazar
Grants Administrator

DATE: July 12, 2018

RE: Request for Budget

Attached you will find copies of the approval letter from the US Department of Justice and a budget breakdown for the 2019 JAG Funds. This grant went before Mayor and Council in September of 2017 but had not been approved until recently due to a federal injunction. These are being forwarded to you in order to receive DFA approval to expend funds.

We will need a new number for this fund. If you have any questions or concerns, feel free to contact me.

XC: Training File
File



**2019 JAG Funds
expires 09/30/2019**

221
on final Budget.

		TOTAL FUNDING	\$ 11,681.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	
0000-710-7523	Equipment Less Than \$500	\$ 5,840.50	
0000-710-7305	Contractual Services	\$ 5,840.50	
	TOTAL BUDGET	\$ 11,681.00	

Needs new fund number



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 26, 2018

Chief Juan F. Montano
City of Las Vegas
318 Moreno Street
Las Vegas, NM 87701

Dear Chief Montano:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$11,681 for City of Las Vegas.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Elaine Vanlandingham, Program Manager at (202) 305-0034; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Alan R. Hanson
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

June 26, 2018

Chief Juan F. Montano
City of Las Vegas
318 Moreno Street
Las Vegas, NM 87701

Dear Chief Montano:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



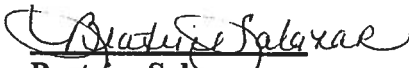
City of Las Vegas
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Interim Chief Christopher Lopez

MEMORANDUM

TO: Tana Vega, Interim Finance Director

FROM: 
Beatrice Salazar
Grants Administrator

DATE: July 12, 2018

RE: Request for Budget

Attached you will find copies of the grant agreement from the New Mexico Attorney General's Office and a budget breakdown for the 2018 DRAM Settlement Fund and it will go before Mayor and Council next council meeting. These are being forwarded to you in order to receive DFA approval to expend funds.

We will need a new number for this fund. If you have any questions or concerns, feel free to contact me.

XC: Training File
File



Fund
241

2019 DRAM Settlement Funds *All ready*
expires 06/30/2019 *in fund 2019 Budget*

		TOTAL FUNDING	\$ 28,029.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	
0000-710-7523	Equipment Less Than \$500	\$ 14,039.00	
0000-710-7305	Contractual Services	\$ 13,990.00	
	TOTAL BUDGET	\$ 28,029.00	

Needs new fund number

GRANT NUMBER: DRAM061218-Las Vegas PD

Grant agreement

This grant agreement is between the New Mexico Office of the Attorney General (Agency) and City of Las Vegas Police Department (Grantee), collectively referred to as "the Parties." The Agency and the Grantee agree as follows:

1. **Award.** Pursuant to the Court's April 3, 2018, Amended Final Order Granting Government Purchaser Classes' Motion for Approval to Distribute Remaining Government Purchaser Settlement Funds Via Cy Pres, In re Dynamic Random Access Memory (DRAM) Antitrust Litigation Master File No. M-02-1486-PJH, the Agency hereby awards the Grantee funding (Settlement) for the following project: Property and Evidence Management System - \$28,029
2. **Scope of Work.** The Grantee shall perform the professional services stated in: Attachment A – Grantee Application
3. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and maintain these financial records per retention schedule. Upon request, the Grantee shall provide the financial records to the Agency, and allow the Agency to inspect or audit these financial records during the term of this agreement. If the financial records provided by the Grantee are insufficient to support the expenses that utilized these grant funds, the Grantee shall reimburse the Agency for any expense incurred without sufficient documentation. Required reimbursement shall occur within thirty (30) calendar days of written notice of such determination from the Agency. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Agency for those funds or payments within thirty (30) calendar days of written notice.
4. **Reporting.** The Grantee must submit an activity report thirty (30) calendar days after the projects final grant expenditure, or within one year, whichever occurs first. The report must include a summary of the project activities, and an analysis of the accomplishments of the project as they relate to the scope of work. The Agency may request more frequent reporting updates, in which the Grantee shall comply within thirty (30) calendar days.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.
6. **Compliance with Law.** It is the Grantee's responsibility to comply with all applicable New Mexico rules and regulations.

7. **Notices.** For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, or e-mail; and be addressed as follows:

NMOAG at:
New Mexico Office of the Attorney General
Attn: Nick Eckert, Financial Control Division
P.O. Box 1508
Santa Fe, NM 87504

Grantee at:
City of Las Vegas PD
Attn: Patrick Torres
318 Moreno St.
Las Vegas, NM 87701

8. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the County of Santa Fe, New Mexico.

9. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

10. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

11. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the Parties.

12. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Agency and the Grantee.

13. **Merger.** This agreement constitutes the entire understanding between the Parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the Parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.



City of Las Vegas

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




Interim Chief Christopher Lopez

MEMORANDUM

*Jul
294
Needs BAA*

TO: Tana Vega, Interim Finance Director

FROM: 
Beatrice Salazar
Grants Administrator

DATE: July 12, 2018

RE: Request for Budget

Attached you will find copies of the grant agreement from Department of Information Technology and a budget breakdown for the 2018 E-911 Grant Fund. The contract was already approved by Interim City Manager and Interim City Attorney at the end of last month and it will go before Mayor and Council in August. These are being forwarded to you in order to receive DFA approval to expend funds.

The line item we have been using for this fund is 294. If you have any questions or concerns, feel free to contact me.

XC: Training File
File



E911 GRANT
Line Item 294 expires 06/30/19

		TOTAL FUNDING	\$ 305,891.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ANTICIPATED ROLLOVER
294-0000-740-72-02	Travel	\$ 6,000.00	\$ -
294-0000-740-72-03	Registration	\$ 4,000.00	\$ -
294-0000-740-71-15	Grant Materials	\$ 293,491.00	
294-0000-740-73-05	Professional Services	\$ 400.00	
294-0000-740-75-23	Equipment less than \$500	\$ 2,000.00	
	TOTAL BUDGET	\$ 305,891.00	\$ -

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
DEPARTMENT OF INFORMATION TECHNOLOGY

ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 19-E-20

THIS GRANT AGREEMENT is made between the Department of Finance and Administration ("DFA"), the Department of Information Technology ("DoIT"), the "Department", and the **City of Las Vegas**, the "Grantee", and collectively referred to as the "Parties".

WHEREAS, this Grant Agreement is made between the State of New Mexico and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, ("Act") as amended, and the Enhanced 911 Rules, 10.6.2 NMAC ("Enhanced 911 Requirements" or "E-911 Rules."); and

WHEREAS, DFA and DoIT entered into a Joint Powers Agreement ("JPA") dated May 8, 2018, transferring all 911-related activities from DFA to DoIT, including grant-related activities; and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point ("PSAP"), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the City of Las Vegas and the Department of Public Safety (District 2), which also provides E-911 related services to San Miguel and Mora Counties, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware;

WHEREAS, the Grantee and the Department have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, the E-911 Rules, and the above-mentioned JPA to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of "Grantee" in 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Department has the authority, pursuant to NMSA 1978, Section 63-9D-8 and the above-mentioned JPA, to administer the Enhanced 911 (E-911) fund; and

WHEREAS, on May 15, 2018, the State Board of Finance awarded the Grantee **\$305,891** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

- A. Unless terminated pursuant to Article IV, the term of this Grant Agreement will be **July 1, 2018, through June 30, 2019.**
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the Grantee shall notify the Department in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Department to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Department's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II - REPORTS

- A. **PSAP Annual Report:** No later than June 30th of each year, the Grantee shall submit to the Department a PSAP Annual Report, in the form attached as Exhibit A, as may be changed from time to time upon the Department's written notice to the Grantee. The PSAP Annual Report will include information described in 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Department may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.
- B. **Federal 911 Resource Center Report:** No later than January 30th of each year, the Grantee shall submit to the Department a Federal 911 Resource Center Report, in the form attached as Exhibit B, as may be changed from time to time upon the Department's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Department shall pay the Grantee a sum not to exceed **\$305,891** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit C, and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies will not deviate from the line items of the Budget without the prior written approval of the Department, and the funds will not be expended for ineligible costs via 10.6.2.11(F) of the E-911 Rules.
- B. The funds mentioned in Paragraph A above will constitute full and complete payment of monies to be received by the Grantee from the Department.
- C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the Department in accordance with the Act and the E-911 Rules.
- D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Department solely for the purpose of reimbursing local governing

bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

- E. Payments may be made by the Department as follows: (1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or (2) reimbursements to the Grantee for actual costs or expenditures after the Department receive a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Department for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Department to be eligible for reimbursement.
- F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement, or in violation of, or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

- A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either of the Parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Department's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination and in accordance with this Grant Agreement, if the Department is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible Budget items within 30 days of receiving or sending the notice of termination. This Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Department or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DEPARTMENT.
- B. Termination Management. Immediately upon receipt by either the Department or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: (1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Department; and (2) comply with all directives issued by the Department in the notice of termination as to the performance under this Grant Agreement.
- C. This Grant Agreement incorporates all agreements, covenants and understandings between the Parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the Parties or their agents will be valid and enforceable unless embodied in this Grant Agreement.
- D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Department may immediately terminate this Grant Agreement, in whole or in part, regardless of any existing legally

binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Department's decision as to whether sufficient appropriations are available will be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it shall comply with all state and federal laws, the E-911 Rules, and other laws, rules, policies and with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It shall comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It shall adhere to all financial and accounting requirements of DFA and of the Department.
- C. It shall comply with all requirements set forth in the Act and prescribed by the Department in the E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 grant funds.
- D. It shall not at any time use or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Department.
- E. It shall comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the Grantee.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Department per 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Department's statewide dataset in support of the E-911 program is public data and will be shared with other governmental agencies.
- H. It shall finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It shall not make any changes in the E-911 system configuration without first submitting a written request to the Department and obtaining the Department's written approval of the proposed change(s).
- J. It shall provide to the Department, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It shall provide all the necessary qualified personnel, material, and facilities to run its E-911 PSAP.
- L. It shall submit all project related contracts, subcontracts, and agreements to the Department for administrative review and approval prior to execution for compliance only with the E-911 program

requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Department for review and approval prior to execution.

- M. It shall comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Department prescribes.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Information Technology (Department) Grant Agreement. Should the Department or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Pamela Sandoval
Title: Commander, Las Vegas Police Department
Address: 318 Moreno St.
Las Vegas, New Mexico 87701

Phone: 505-425-7504
Fax: 505-425-5046
Email: psandoval@lasvegasmn.gov

- B. The Department designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Bill Range
Title: E-911 Program Manager
Address: Department of Information Technology
715 Alta Vista
P.O Box 22550

Santa Fe, NM 87501

Phone: 505-827-4804
Fax: 505-827-0273
Email: bili.range@state.nm.us

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Grantee and the Department hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Ann M. Gallegos
Authorized Signatory

6/18/18
Date

Ann M. Gallegos
(Type or Print Name)

Interim City Manager for Las Vegas
Title, Organization

Approved:
Daniel [Signature]
Interim [Signature]
6-14-18

DEPARTMENT OF INFORMATION TECHNOLOGY

By: [Signature]
Darryl M. Ackley, Cabinet Secretary and State CIO

26 JUN 2018
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: Duffy Rodriguez
Duffy Rodriguez, Cabinet Secretary

27 June 2018
Date

Exhibit A

PSAP Annual Report

PSAP Annual Report Form For: _____

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such)	
Type of equipment to include make and model	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits	
Routing central office and PSAP end office	
Maintenance control center to include name of company, physical address, telephone number, email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP email address	
MSAG coordinator name, address, phone number, and email address	
GIS representative to include physical address, telephone number, and email address	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder	
Section 10.6.2.11 D(9)	
Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Provide the administrative number(s)	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
List of fixed transfers	
List of auto-dial transfers	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with the ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
Local Government Division
Department of Finance and Administration

Exhibit C

Grantee:	City of Las Vegas	Grant Award:	305,891
Address:	318 Moreno Street Las Vegas, NM 87701	Project Number:	19-E-20
Telephone:	575-454-1401	Grant Period:	July 1, 2018 - June 30, 2019
Number of Funded PSAP Positions:		Las Vegas - 3, DPS Dist 2 - 5	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	-
Firewall and Router Equipment	-
Dispatch Software	-
Recorder	-
UPS/Generator	-
Capital Subtotal	-
Recurring Network/Managed Services	
Voice Network	89,513
Data MPLS Network	26,820
Wireless Cost Recovery	1,200
Recurring Network/Circuit Subtotal	117,533
Recurring Maintenance	
System Maintenance	148,812
Recurring Maintenance Subtotal	148,812
Services/Training	
911 Related Training	10,000
911 Related GIS	3,000
911 Consulting Services	4,634
GIS Consulting Services	19,512
Interpretive Services	400
Minor Equipment	2,000
Services/Training Subtotal	39,546
TOTAL	305,891

Grant: NM02P007501-17 (CFP) Capital Fund Program

General Budget Vouchers Obj/Exp

Unavailable for drawdown							
Status	Line Item	Name	Authorized	Disbursed	Payments In Process	Balance	
	0100	Reserved Budget	0.00	0.00	0.00	0.00	
	1406	Operations	68,585.00	0.00	68,585.00	0.00	
	1408	Management Improvement	12,250.00	0.00	0.00	12,250.00	
	1410	Administration	0.00	0.00	0.00	0.00	
	1480	General Capital Activity	262,088.00	0.00	0.00	262,088.00	
Totals			342,923.00	0.00	68,585.00	274,338.00	



Print Statement

Grant: NM02P007501-18 (CFP) Capital Fund Program

General Budget Vouchers Obj/Exp

Unavailable for drawdown							
Status	Line Item	Name	Authorized	Disbursed	Payments In Process	Balance	
	0100	Reserved Budget	0.00	0.00	0.00	0.00	
	1406	Operations	103,505.00	0.00	103,505.00	0.00	
	1408	Management Improvement	10,000.00	0.00	0.00	10,000.00	
	1480	General Capital Activity	404,020.00	0.00	0.00	404,020.00	
Totals			517,525.00	0.00	103,505.00	414,020.00	



Print Statement

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/03/2019

DEPT: Finance

MEETING DATE: 01/09/19


DISCUSSION ITEM/TOPIC: Resolution 19-06

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget.

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.

**_____
SUBMITTER'S SIGNATURE**

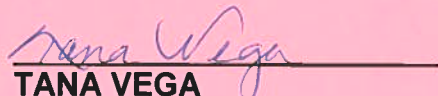
REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN M. GALLEGOS
INTERIM CITY MANAGER**



**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**

**_____
PURCHASING AGENT
(FOR BID/RFP AWARD ONLY)**

**_____
ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-06**

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-19, and

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

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$100,000 NMPRC grant for Fire Protection for purchase of Apparatus, \$300,000 Internal Service Fund 546 for rehabilitation of Mills Building from unbudgeted 2018 cash balance, \$20,000 for EMS grant for Superior Ambulance, \$11,245 DOJ 2019 JAG grant, \$19,471 DOT grants, \$7,509 State Grants-in-Aid to Public Libraries, \$50,000 Fire Protection Other Special Revenue Fund and a \$43,000 to NMFA Fire Equipment Loan Fund.

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 16th day of January, 2019

Tonita Gurule-Giron. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

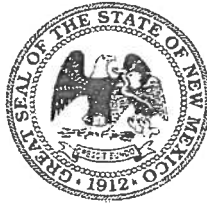
**CITY OF LAS VEGAS
RESOLUTION #19-06
BUDGET ADJUST REQUEST
FISCAL YEAR 2019**

Resolution	Fund	Revenues	Transfers	Expenditures
19-06				
Fire Protection Fund	203-0000-450-5305	Revenue \$ 100,000.00		Grant Revenue
Fire Protection Fund	203-0000-710-8004	Equipment		\$ 100,000.00 Equipment
Internal Service Fund	546-0000-100-1103	Cash Balance	\$ 300,000.00	c/o 2018 Cash Balance
Internal Service Fund	546-0000-650-8003	Building, Struct & Land		\$ 300,000.00 Rehabilitation of Mills Bldg
EMS	206-0000-430-5302	Emergency Medical Grant	\$ 20,000.00	Grant Revenue
EMS	206-0000-710-7114	EMS Supplies		\$ 20,000.00 EMS Supplies for Superior Ambulance
2019 JAG	240-0000-430-5326	Revenue	\$ 11,245.00	Grant Revenue
2019 JAG	240-0000-710-7523	Supplies		\$ 5,622.50 Supplies
2019 JAG	240-0000-711-7305	Contractual Services		\$ 5,622.50 Contractual Services
NM Traffic Safety Overtime	253-0000-430-5876	Revenue	\$ 8,826.00	ENDWI Grant
NM Traffic Safety Overtime	253-0000-710-6616	Overtime/ENDWI		\$ 8,826.00 Overtime/ENDWI
NM Traffic Safety Overtime	253-0000-430-5885	Revenue	\$ 7,565.00	STEP Grant
NM Traffic Safety Overtime	253-0000-710-6613	Overtime/STEP		\$ 7,565.00 Overtime/STEP
NM Traffic Safety Overtime	253-0000-430-5890	Revenue	\$ 3,080.00	Buckle Down Grant
NM Traffic Safety Overtime	253-0000-710-6615	Overtime/Buckle Down		\$ 3,080.00 Overtime/Buckle Down
State Library Fund	103-0000-450-5334	Revenue	\$ 7,509.00	Grant Revenue
State Library Fund	103-0000-750-7107	Books/Educ Materials/ETC		\$ 7,509.00 Books/Educ Materials/ETC
Fire Protection Special	764-0000-450-5517	Revenue	\$ 50,000.00	Rental Income
Fire Protection Special	764-0000-890-9000	Transfer to Fund 338	\$ (43,000.00)	Payoff Fire Equipment Principal & Interest
NMFA Fire Equipment Loan	338-0000-890-9000	Transfer In fr 764	\$ 43,000.00	Transfer In from 764
NMFA Fire Equipment Loan	338-0000-710-8716	Principal & Interest		\$ 43,000.00 Payoff Fire Equipment Principal & Interest
	Total	\$ 508,225.00	\$ -	\$ 501,225.00

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL, VICE-CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES, CHAIR



P.O. Box 1269
1120 Paseo de Peralta, Room 413
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
Don Shainin, State Fire Marshal

CHIEF OF STAFF
Ernest D. Archuleta, P.E.

1-800-244-6702 (In-state only)
(505) 476-0174
Fax: (505) 476-0100

December 5, 2018

Billy Montoya Fire Chief
Las Vegas Fire Department
1700 N Grand Ave
Las Vegas, NM 87701-4731

Ref: FY 19 New Mexico Fire Protection Grant Council Award Notice

Dear Fire Chief,

Congratulations! Your grant application on behalf of the Las Vegas Fire Department for Apparatus: award item(s) has been reviewed and an award has been granted.

Over 150 grant applications were submitted and over \$23 million in needs were considered. The Las Vegas Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The specifications for the equipment needs identified in the 2019 Grant application must be submitted to this office for approval by close of business **January 15, 2019** and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of \$100,000.00, for the purchase of the approved project request, will be sent to your local governing body Treasurer, after approval by this office of the submitted project specifications, on or near **January 22, 2019**.

The deadline to encumber the money by contract with the vendor is **May 15, 2019**. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact John Kondratick, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165 or (505) 470-1044.

Sincerely,

Handwritten signature of Don Shainin.

Don Shainin
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez
Grant Council Chair

xc: Chief
Board of County Commissioners

1 888 4 ASK PRC
www.nmprc.state.nm.us

PRC
Working for You!

FY19 NEW MEXICO FIRE PROTECTION GRANT AWARD PROJECT CLOSEOUT CHECKLIST Part 1

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire **Services** Support Bureau.

DEPARTMENT NAME: Las Vegas COUNTY: San Miguel

FUNDED PROJECT: Apparatus

AMOUNT AWARDED: \$100,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval	January 15, 2019	Submittal Date	Submitted to:
Approval from SFMO to proceed with project specifications	February 15, 2019	Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 15, 2019	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			

Please complete the FY 19 Closeout Checklist
Part 2

EXCESS/SURPLUS PROJECT BUDGET TO ACTUALS SUMMARY Spreadsheet

**FY19 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST**

**Part 2
PROJECT BUDGET TO ACTUALS SUMMARY
EXCESS/SURPLUS**

LAS VEGAS FIRE DEPARTMENT

Instructions for this form:

(You may need to expand the row height to see all of the information in a row)

1. ENTER the "Total Actual Project Cost at Completion" in the yellow field highlighted in the spreadsheet below (LINE 1)
2. When you enter the "Total Actual Project Cost at Completion" amount into the yellow field the spreadsheet formulas will automatically calculate the Excess/Surplus results
3. Excess/Surplus Calculation
 - a. The amount in **Excess** of the "Total Actual Project Cost at Completion"
The department is responsible for this amount
 - b. The Amount in **Surplus** of the "Total Actual Project Cost at Completion" is shown in **RED PARENTHESIS ()**;
(Amount the department must return to the Fire Grant Fund)

Excess/Surplus Calculation

LINE 1	Total Actual Project Cost at Completion (Enter total amount here)	
LINE 2	FY 19 Grant Amount Awarded (Pre-Populated Field)	100,000.00
LINE 3	Subtotal 1 Auto Calculated Field LINE 1 less LINE 2 Subtract "FY 19 Grant Amount Awarded" from "Total Actual Project Cost at Completion"	(\$100,000.00)
LINE 4	Minimum Matching Amount 10% of Total FY 19 Grant Amount Awarded (Pre-Populated Field)	\$10,000.00
LINE 5	Subtotal 2 Auto Calculated Field LINE 3 Less LINE 4 If the amount shown is shown in BLACK , this is the amount in Excess of the FY 19 Grant Award; the department is responsible for this amount ----- If the amount is shown in RED () , this is the amount in Surplus of the FY 19 Grant Award; department must return to the Grant Fund	(\$110,000.00)

August 20, 2018

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

Dear Sir/Mam:

In accordance with the Terms of Rules Governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of \$28,379.00 is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

City of Las Vegas Fire Department 58,379.00 Superior Ambulance 520,000.00

These funds from the Local Funding Program of the EMS Fund Act for FY 19 (July 1, 2018 – June 30, 2019) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division and the EMS Fund Act Rules 7.27.4 NMAC.

In order to keep our records in order, we are asking that each Applicant (Fiscal Agent) submit an itemized expenditures report for FY18 EMS Fund Act Local Funding Award (July 1, 2017 – June 30, 2018). If you administer funds for more than one (1) Local recipient, please submit a report for each service.

If you have any questions, please contact me at (505) 476-8233 or by e-mail at ann.martinez1@state.nm.us

Sincerely,

Ann Martinez

Ann Martinez FF I / EMT- I
EMS Fund Act Coordinator

Xc: EMS Regional Director
City of Las Vegas
Local Government Division/DFA



City of Las Vegas

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



Jerry A. Delgado
Chief of Police

TO: Tana Vega, Interim Finance Director

FROM:

Beatrice Salazar
Beatrice Salazar
Grants Administrator

DATE: October 4, 2018

RE: Request for Budget

Attached you will find copies of the approval letter and allotment of the 2019 JAG Grant and a budget breakdown. It will go before Mayor and Council in November as I just received it this week. These are being forwarded to you in order to receive DFA approval to expend funds.

We will need a new fund number for this grant. If you have any questions or concerns, feel free to contact me.

XC: File





U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

Chief Christopher Lopez
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701-3702

Dear Chief Lopez:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$11,245 for City of Las Vegas.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Elaine Vanlandingham, Program Manager at (202) 305-0034; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ojpo@usdoj.gov

Congratulations, and we look forward to working with you.

Sincerely,

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 23

1 RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Las Vegas
1750 N. Grand Avenue
Las Vegas, NM 87701-3702

4 AWARD NUMBER 2018 DJ BX-0224

5 PROJECT PERIOD FROM 10/01/2017 TO 09/30/2019

BUDGET PERIOD FROM 10/01/2017 TO 09/30/2019

6 AWARD DATE 10/01/2018

7 ACTION

8 SUPPLEMENT NUMBER

00

Initial

9 PREVIOUS AWARD AMOUNT

\$ 0

10 AMOUNT OF THIS AWARD

\$ 11,245

11 TOTAL AWARD

\$ 11,245

2a GRANTEE IRS/VENDOR NO

856000149

2b GRANTEE DUNS NO

627298416

3 PROJECT TITLE

FY 18 Local JAG Program

12 SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S)

13 STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(DJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10126), including
subpart I of part E (codified at 34 U.S.C. 10151 - 10158), see also 28 U.S.C. 530C(a)

14 CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.758 - Edward Byrne Memorial Justice Assistance Grant Program

15 METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16 TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Christopher Lopez
Interim Chief

17 SIGNATURE OF APPROVING OFFICIAL

Matt Dummermuth

19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Christopher Lopez

19a DATE

10/4/18

AGENCY USE ONLY

20 ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD ACT	DIV OFC	REG	SUB	POMS	AMOUNT
N	B	DJ	80	02	00		11245

21 TBRIGHT0305

**2019 JAG Fund
expires 09/30/2019**

		Projected Revenue	\$	11,245.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ANTICIPATED ROLL OVER	
0000-710-7523	Supplies	\$ 5,622.50	\$	-
0000-710-7305	Contractual Services	\$ 5,622.50	\$	-
	TOTAL BUDGET	\$ 11,245.00	\$	-

NJ	WARREN TOWNSHIP	\$2,968.35
NJ	WASHINGTON TOWNSHIP (LONG VALLEY)	\$4,875.00
NJ	WASHINGTON TOWNSHIP (ROBBINSVILLE)	\$1,669.80
NJ	WASHINGTON TOWNSHIP (TURNERSVILLE)	\$11,675.00
NJ	WAYNE TOWNSHIP	\$7,305.00
NJ	WEEHAWKEN TOWNSHIP	\$8,400.00
NJ	WEST DEPTFORD TOWNSHIP	\$4,464.00
NJ	WEST NEW YORK TOWN	\$8,000.00
NJ	WEST ORANGE TOWNSHIP	\$9,752.00
NJ	WEST PATERSON BOROUGH	\$2,580.00
NJ	WEST WILDWOOD BOROUGH	\$750.00
NJ	WEST WINDSOR TOWNSHIP	\$3,852.00
NJ	WESTAMPTON TOWNSHIP	\$4,276.30
NJ	WESTFIELD TOWN	\$4,755.40
NJ	WESTWOOD BOROUGH	\$3,900.00
NJ	WHARTON BOROUGH	\$1,442.55
NJ	WILDWOOD CITY	\$3,393.00
NJ	WILDWOOD CREST BOROUGH	\$3,474.00
NJ	WILLINGBORO TOWNSHIP	\$6,720.00
NJ	WINSLOW TOWNSHIP	\$8,360.00
NJ	WOODBURY HEIGHTS BOROUGH	\$1,948.04
NJ	WOODCLIFF LAKE BOROUGH	\$1,320.00
NJ	WASHINGTON TOWNSHIP	\$2,353.50
NJ	WOODLYNNE BOROUGH	\$1,582.50
	Totals for NJ(257 Jurisdictions):	\$1,327,919.27
NM	ALAMOGORDO CITY	\$6,745.00
NM	ANGEL FIRE VILLAGE	\$2,000.00
NM	ANTHONY CITY	\$2,691.00
NM	AZTEC CITY	\$1,600.00
NM	BELEN CITY	\$1,999.98
NM	BERNALILLO TOWN	\$1,887.50
NM	BOSQUE FARMS VILLAGE	\$740.00
NM	CARRIZOZO TOWN	\$1,600.00
NM	CHAVES COUNTY	\$3,920.00
NM	CLOVIS CITY	\$6,000.00
NM	CUBA VILLAGE	\$1,920.00
NM	CURRY COUNTY	\$4,260.00
NM	DEMING CITY	\$2,184.00
NM	FARMINGTON CITY	\$27,360.00
NM	JEMEZ SPRINGS VILLAGE	\$1,367.40
NM	LAS VEGAS CITY	\$2,015.00
NM	LEA COUNTY	\$12,750.00
NM	LINCOLN COUNTY	\$6,000.00
NM	LOS LUNAS VILLAGE	\$5,220.00
NM	LOVINGTON CITY	\$2,000.00
NM	LOS ALAMOS COUNTY	\$6,392.00
NM	MESILLA TOWN	\$3,310.00



City of Las Vegas

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



David T. Bibb III
Chief of Police

TO: Tana Vega, Interim Finance Director

FROM:

Beatrice Salazar
Beatrice Salazar
Grants Administrator

DATE: December 26, 2018

RE: Request for Budget

Attached you will find copies of the grant agreement from Traffic Safety Bureau and a budget breakdown for the 2019 ENDWI, Buckle Up and STEP Grant Funds. The contract was already approved by Mayor and the City Attorney at the end of last month and it will go before Mayor and Council in January. These are being forwarded to you in order to receive DFA approval to expend funds.

The line item we have been using for this fund is 253. If you have any questions or concerns, feel free to contact me.

XC: File



ENDWI Grant
253-0000-710-66-16

expires 09/30/19

LINE -ITEM	DESCRIPTION		BALANCE
	Projected Revenue		\$ 8,826.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ANTICIPATED
			ROLLOVER
253-0000-710-66-16	Overtime	\$ 8,826.00	\$ -
	TOTAL BUDGET	\$ 8,826.00	\$ -

STEP Grant 253

EXPIRES 09/30/19

		Projected Revenue	\$ 7,565.00
LINE ITEM		Original Budget	Anticipated Rollovers
253-0000-710-6613	Overtime	\$ 7,565.00	\$ -
	TOTAL BUDGE	\$ 7,565.00	\$ -

Operation Buckle Down/CIOT Grant **expires 09/30/19**

LINE -ITEM	DESCRIPTION	BALANCE
	Projected Revenues	\$ 3,080.00
LINE ITEM	EXPENDITURE	ORIGINAL BUDGET
		ANTICIPATED ROLL OVER
253-0000-710-66-15	Overtime	\$ 3,080.00 \$
	TOTAL BUDGET	\$ 3,080.00
		\$ -

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS04524			
Government Unit:	Las Vegas PD			
Contract term:	(12/11/2018 – 09/30/2019)			
Vendor Number:	0000054343	Address ID:		
Grantee Contact Info				
Project Director and Title:		Pamela Sandoval, Commander		
Phone:	(505) 425-7504, (505) 426-5525 C	E-mail:	psandoval@lasvegasnm.gov	
Agency Name:		Las Vegas PD		
Address:		318 Moreno Street		
City, State ZIP:		Las Vegas, NM 87701		
TSD Contact Info				
Program Manager:		Cora Lee Anaya	Phone:	505-490-1183
Budget Breakdown				
Funding	Project Number	Amount	Fund	Source
ENDWI	19-AL-64-050	\$8,826	10010	164 AL
BKLUP	19-OP-RF-050	\$3,080	20100	Road Fund
STEP	19-PT-RF-050	\$7,565	20100	Road Fund
Total		\$19,471		



October 31, 2018

Ms. Beatrice Salazar
Las Vegas Police Department
318 Moreno Street
Las Vegas, NM 87701

RE: Project Agreement

Dear Ms. Salazar:

Enclosed is one fully executed project agreement for the federal 2019 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
19-AL-64-050	23 U.S.C. § 164	20.608	69A37518300001640NMA	10/36/2017	\$8,826.00
19-OP-RF-050	State Road Fund				\$3,080.00
19-ST-RF-050	State Road Fund				\$7,565.00

2 CFR Subpart F 200.500-521

(a) **Audit required.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeltz
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Billy Moore
Commissioner
District 6

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2018, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {18}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI

- Large Agency (Populations above 100,000) – 1 DWI in 28 hours
- Medium Agency (Populations 50,000 – 99,000) – 1 DWI in 32 Hours
- Small Agency (Populations below 50,000) – 1 DWI in 36 hours


BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,


Franklin Garcia, Director
Traffic Safety Division

Enclosure

CONTRACT NUMBER: TS04524

GRANTEE DUNS NUMBER: 627298516

VENDOR NUMBER: 0000054343

GRANT AGREEMENT

This grant agreement (Agreement) is between the New Mexico Department of Transportation (Department) and City of Las Vegas (Grantee), collectively referred to as "the Parties." The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (ENDWI), Project No. 19-AL-64-050, \$8,826.00;
 - b. Buckle Up (BKLUP)/Click It or Ticket (CIOT), Project No. 19-OP-RF-050, \$3,080.00;
 - c. Selective Traffic Enforcement Program (STEP)/100 Days and Nights of Summer (DNOS), Project No. 19-ST-RF-050, \$7,565.00;
 - d. Total Funding awarded per this Agreement \$19,471.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: Exhibit A - ENDWI; Exhibit B - BKLUP/CIOT; Exhibit C - STEP/DNOS.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Bureau Financial Management Manual June 22, 2016, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty

days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty days written notice. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:

- a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- b. If sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
- b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation);
- c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through

52-1-70, and related regulations;

d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and

e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to NMDOT at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Las Vegas Police Department
Attn: Chief
318 Moreno Street
Las Vegas, NM 87701

10. **Severability.** The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Tort Claims.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at midnight on September 30, 2019, unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.

16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.

17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on

anyone other than the Department and the Grantee.

18. Merger. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.

19. Disadvantaged Business Enterprise. The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Each party is signing this Agreement on the date stated opposite that party's signature.

Date: 12/11, 2018 By: AL
Cabinet Secretary or Designee

Date: 11-27, 2018 By: Janita Hankerson
Title: Mayer

Approved as to form and legal sufficiency.

Date: November 8, 2018 By: Rona Kegenberg
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: November 21, 2018 By: ESH
Counsel for City of Las Vegas

Exhibit A
SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING
END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 19-AL-64-050

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 6 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below:

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 9, 2018 to January 5, 2019.

"St. Patrick's Day Mini Superblitz Period" means March 15 to March 23, 2019.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2019.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2019.

"National DWI Mobilization Period" means August 16 to September 2, 2019.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The

Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy.; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2019. If the final claim is submitted after October 31, 2019, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
- c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
- d. In state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.

5. Reporting. The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be 23 U.S.C. Section 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$8,826.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$8,826.00

7. Goals. The Department's performance goals for the state are to limit the increase in alcohol-impaired fatalities to 6 percent from 118 in 2016 to 125 by December 31, 2019. (FARS, Annual)

8. Equipment. The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 19-OP-RF-050

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below:

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 9, 2018 to January 5, 2019.

"St. Patrick's Day Mini Superblitz Period" means March 15 to March 23, 2019.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2019.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2019.

"National DWI Mobilization Period" means August 16 to September 2, 2019.

"National Occupant Protection Mobilization Click It or Ticket period" means May 20 to June 2, 2019.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The

Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2019. If the final claim is submitted after October 31, 2019, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
- b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- c. assistance at child safety seat clinics or car seat fitting stations.

5. Reporting. The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$3,080.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$3,080.00

7. **Goals.** The Department's performance goals for the state are to:
- a. Limit the increase in five-year average unrestrained fatalities to 10.5 percent from 105 in 2016 to 116 by December 31, 2019. (FARS 5-year averages)
 - b. Increase the seatbelt use percentage by .5 percent from 91.5 in 2017 to 92 by December 31, 2019. (State, Annual)
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and 100 DAYS AND NIGHTS OF SUMMER (DNOS) Project Number: 19-ST-RF-050

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. **The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the 100 Days and Nights of Summer enforcement period which runs June 22, 2019 through September 30, 2019.**

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2019. If the final claim is submitted after October 31, 2019, the claim must be accompanied by a

justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this Exhibit C; and
- b. training for officers not previously trained in STEP.

5. **Reporting.** The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding –** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$7,565.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$7,565.00

7. **Goals.** The Department's performance goals for the state are as follows:

- a. Limit the increase in five-year average speeding-related fatalities by 10 percent from 130 in 2016 to 143 by December 31, 2019. (FARS, 5-year averages)
- b. Limit the increase in alcohol-impaired fatalities to 6 percent from 118 in 2016 to 125 by December 31, 2019. (FARS, Annual)
- c. Increase the seatbelt use percentage by .5 percent from 91.5 in 2017 to 92 by December 31, 2019. (State, Annual)
- d. Reduce the number of fatalities in distracted driving crashes by 3.1 percent from 159 in 2016 to 154 by December 31, 2019. (State, 5-year averages)

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit D –CERTIFICATIONS AND ASSURANCES

**for Fiscal year 2019 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)**

[The Governor's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

State: New Mexico

By applying for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION" OR "ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.
- As a Condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to-
 - 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
- At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
- The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
- The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seatbelts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
- The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
- The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

OTHER REQUIRED CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following additional certifications and assurances:

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in Federal awards;
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

Nondiscrimination

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in**

Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including

termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restrictions on State Lobbying

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America Act

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

State Grants-in-Aid to Public Libraries
Agreement
FY2019

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Carnegie Public Library**, located in **Las Vegas, NM**, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL and the State Librarian adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Seven Thousand Five Hundred Nine Dollars and Sixty One Cents (\$7509.61)** to support Recipient's library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *basic library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *basic library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. No later than August 15, 2019, provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
6. Sign and return this Agreement to NMSL within 60 days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.**

III. The Laws of New Mexico shall govern this Agreement.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

IV. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to decide the dispute.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to

the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed:  Date: 10/10/18

By (print name and title): _____ Authorized Agent of Recipient

Signed:  Date: 10/22/18

By: Eli Guinnee, New Mexico State Librarian

**New Mexico State Library
1209 Camino Carlos Rey
Santa Fe, NM 87507**

FY2019 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name:	Carnegie Public Library
2.	Remit to Name and Address:	City of Las Vegas 500 National Ave Las Vegas, NM 87701
3.	State of NM Vendor #:	54343
4.	Project Title and Legal and Fiscal Data:	State Grants-in-Aid to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	State Library Contact:	Carmelita Aragon New Mexico State Library Carmelita.Aragon@state.nm.us
6.	Source of Funding:	<i>State of N.M. Legislature – General Appropriation Act of 2019</i>
7.	Grant Type and Amount Received:	Library Type Grant: Public Library Branch(es) Grant: \$0 Total Grant: \$7509.61
8.	Allocation Period:	Fiscal Year 2019 <i>ALL FUNDS MUST BE SPENT BY JUNE 30, 2019.</i>
9.	Terms and Conditions of Allocation:	<p>The library grants program is intended to supplement and encourage local effort in providing local library service.</p> <p>Funds may be used for:</p> <ol style="list-style-type: none"> 1) library collections; 2) library staff salaries; 3) library staff training; 4) library equipment; 5) other operational expenditures associated with delivery of library services. <p>Libraries must report on how funds were spent in the FY 2019 Annual Report. Library's local budget shall not be reduced by its governing body as a result of eligibility for the library grants program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.</p>
10.	Date:	October 9, 2018

STATE AID FOR PUBLIC LIBRARIES

TITLE 4 **CULTURAL RESOURCES**
CHAPTER 5 **STATE LIBRARY**
PART 2 **STATE GRANTS IN AID TO PUBLIC LIBRARIES**

4.5.2.1 **ISSUING AGENCY:** Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 **SCOPE:** Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 **STATUTORY AUTHORITY:** Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 **DURATION:** Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 **EFFECTIVE DATE:** June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 **OBJECTIVE:** The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 **DEFINITIONS:**

A. **"Annual report"** means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

B. **"Basic library services"** means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. **"Bookmobile"** means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. **"Branch"** means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. **“Circulating materials”** means items from library collections that are checked out by patrons for use outside of the library.

F. **“Collection development policy”** means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. **“Community analysis and needs assessment”** means an evaluation of a library’s legal service area, its current and future needs, and the library’s role in meeting those needs.

H. **“Developing library”** means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

- (1) A developing library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution of a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
 - (a) staff present during open hours;
 - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

I. **“Fiscal year”** means July 1 through June 30.

J. **“Legal service area”** means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library’s legal service area.

K. **“Library board”** means an administrative or advisory group comprised of representative members of the library’s community.

L. **“Library collections”** means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. **“Library equipment”** means equipment associated with the delivery of library services.

N. **“Library staff”** means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. **“Matching funds”** means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. **“Public library”** means a New Mexico organization that offers basic library services within its legal service area.

- (1) A public library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
 - (a) staff dedicated to the library
 - (b) year-round public access to the physical location at least 25 hours per week;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

Q. **“Reference services”** means the provision of library staff to answer reference questions during all the hours the library is open.

R. **“Strategic plan”** means a detailed program to ensure that library services meet the current and future needs of the library’s legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. **Purpose:** To supplement an eligible developing library’s budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
- (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

- (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
- (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
- (10) employment of a designated director; and
- (11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement,

the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.