



# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

## Mayor Louie A. Trujillo

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL MEETING  
April 12, 2023–Wednesday– 5:30 p.m.  
City Chambers  
1700 North Grand Avenue  
Las Vegas, NM 87701**

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

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### **AGENDA**

*City Council Meetings are  
Available via YouTube*

[https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view\\_as=subscriber](https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
  - Appointment of Oliver Lesperance to the Lodgers Tax Board
  - Appointment of Katrin Scholz-Barth, Kristen Sanders and Antonio Jaramillo to the Tree Board.

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David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

**VIII. COUNCILORS' REPORTS**

**IX. CITY MANAGER'S REPORT**

**X. APPROVAL OF MINUTES (March 6<sup>th</sup>, 8<sup>th</sup>, 15<sup>th</sup> and 28<sup>th</sup>, 2023)**

**XI. PRESENTATIONS (not to exceed 10-15 minutes)**

- Presentation by Richard Lindebor, president of the Arts Council giving an overview of activities in the City-owned building at 140 Bridge Street and description of their twice monthly community calendar.

**XII. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).**

1. Request approval of Addendum #2 to Contract #3782-21 with James, Cooke & Hobson, Inc. for professional pump, motor, mechanical and electrical services for the City of Las Vegas.

*Maria Gilvarry, Utilities Director* RFP 2021-11 was awarded on 8/31/21 and Agreement #3782-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #2 to Contract #3783-21 with Molzen Corbin & Associates for professional engineering services for the Solid Waste facility.

*Maria Gilvarry, Utilities Director* RFP 2021-25 was awarded on 8/18/21 and Agreement #3783-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #2 to Contract #3784-21 with Molzen Corbin & Associates for professional engineering services for the Waste Water system.

*Maria Gilvarry, Utilities Director* RFP 2021-23 was awarded on 8/18/21 and Agreement #3784-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

**XIII. BUSINESS ITEMS**

1. Conduct a Public Hearing and Approval of a Restaurant A – Beer and Wine Liquor License with on premises consumption only application for Stella's Café, LLC.

*Casandra Fresquez, City Clerk* The applicant, Stella's Café, LLC is requesting approval of a Restaurant A – Beer and Wine Liquor License with on premises consumption only. The Director of Alcohol Beverage Control Division (ABC) has

reviewed the referenced application and granted preliminary approval. The application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

2. Consideration of the City of Las Vegas and Las Vegas Police Officer's Association (LVPOA) Memorandum of Understanding (MOU) regarding Section 16 (Compensation) and Section 44 (Terms of Agreement) of LVPOA Agreement #3848-22.

**Leo Maestas, City Manager/Darlene Arguello, HR Director** As per Section 42 (Contract Includes Entire Agreement) of LVPOA Agreement #3848-22, the City and the Association may upon mutual agreement and negotiation agree to a Memorandum of Understanding (MOU), which may change provisions of this contract. Fiscal impact is approximately \$246,000.00.

3. Request approval of the restructuring of the Police Department, Utilities Department, and City Attorney's Department Organizational Charts.

**Leo Maestas, City Manager/Darlene Arguello, HR Director** The adjustments and changes are necessary at this time for the efficiency and consistency of the departments' operations. As per the Municipal Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

4. Request approval for out-of-state travel for four (4) Police personnel to attend an FBI-LEEDA Executive Leadership Institute Training from June 5<sup>th</sup> through June 9<sup>th</sup>, 2023.

**Antonio Salazar, Police Chief** The training will be held in Boulder, Colorado. This training is the third and final class in a trilogy program hosted by FBI LEEDA and is designed to prepare Law Enforcement Officers leadership in executive level positions, and improve trainees as supervisors for the department.

5. Request approval of Resolution 23-11 and agreement to accept a grant offer administered by Federal Aviation Administration (FAA) and the New Mexico Department of Transportation (NMDOT) Aviation Division in the amount of \$306,640.00 for Apron and Hanger Taxilane Markings and TWY B Pavement Seal at the City of Las Vegas Airport.

**Arnold Lopez, Public Works Director** The FAA's share being \$275,976.00 (90%), NMDOT Aviation Division's share being \$27,598.00 (9%) and the City's share being \$3,066.00 (1%).

6. Request approval to award RFB #2023-09 to Desert Fox Paving for the construction, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb & ramps and miscellaneous construction on Legion Drive in the amount of \$3,768,932.53 to include NMGRT.

*Arnold Lopez, Public Works Director* There were four bidders for RFB #2023-09; Desert Fox Paving, Pacheco Construction, GM Emulsion and Cordova Contracting & Development. The low bidder is Desert Fox, LLC of Peralta, New Mexico.

7. Request approval of a lease agreement for hangar space with Mr. Ray Valdez.

*Arnold Lopez, Public Works Director* The lease agreement is for hangar space at the Las Vegas Municipal Airport for up to 10 years for the purpose of storing aircraft and performing other activities related to said storage.

8. Request approval to award RFP #2023-10 for On-Call Commercial Plumbing Services to New Image Construction, All In One Excavation and Hays Plumbing and Heating.

*Maria Gilvarry, Utilities Director* There were a total of three proposers for RFP #2023-10. This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

9. Request approval to award RFP 2023-06 for Clearwell Effluent Pumps & Motors to Hays Plumbing & Heating Inc.

*Maria Gilvarry, Utilities Director* There was only one proposer for RFP 2023-06. This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

10. Request to award RFP #2023-07 for Commercial Electrical Services to Electric Horseman Inc.

*Maria Gilvarry, Utilities Director* There was only one proposer for RFP 2023-07. This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

11. Discussion/Direction on recruiting and hiring a City Attorney.

*Mayor Louie Trujillo* Discussion on recruitment alternatives for hiring a City Attorney.

#### **XIV. EXECUTIVE SESSION**

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

**XV. ADJOURN**

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

**ATTENTION PERSONS ATTENDING COUNCIL MEETING:** By entering the City Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

**NOTE:** A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at [www.lasvegasnm.gov](http://www.lasvegasnm.gov)



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/23

**Department:** Executive

**Item:** Mayor's Appointments:

**Appointment of one member to Lodgers Tax Board:**

1. Oliver Lesperance – 755 Kathryn Avenue, Las Vegas, NM 87701 – Ward 3

**Appointment of three members to the Tree Board:**

1. Kristen Sanders – NM Forestry – 53 Storrie Lake Dr., Las Vegas, NM 87701
2. Katrin Scholz-Barth - United World College - USA PO Box 248 Montezuma, NM 87731
3. Antonio Jaramillo – Community First Bank – 516 Douglas, Las Vegas, NM 87701

**Fiscal Impact:**

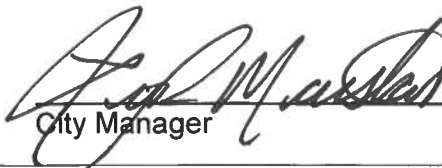
**Attachments:**

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

Approved For Submittal By:  
Mayor Louie Trujillo

Reviewed By:

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL JOINT WORK SESSION WITH  
LODGER’S TAX BOARD HELD ON MONDAY, MARCH 6, 2023 AT 5:30 P.M. IN THE  
CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

**COUNCILORS:** David G. Romero  
Barbara Casey  
Michael L. Montoya  
David Ulibarri

**LODGERS TAX BOARD:** Krutik Bhakta  
Matt Martinez  
Georgina Ortega-Angel  
Helen Strader

**ALSO PRESENT:** Leo Maestas, City Manager  
Casandra Fresquez, City Clerk  
Antonio Salazar, Sergeant at Arms

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Trujillo asked for a moment of silence for the Marquez family and for David James Marquez who passed away.

Councilor Montoya also asked for a moment of silence for Ramon Chris Martinez who also passed away and to keep his family in our prayers.

**APPROVAL OF AGENDA**

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

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

**PUBLIC INPUT**

There was no public input

**APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes from February 8, 2023 and February 15, 2023. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G Romero	Yes

City Clerk Fresquez advised the motion carried.

**DISCUSSION ITEMS**

1. Lodger’s Tax Funding.

Mayor Trujillo discussed wanting to use the Lodgers Tax monies which is a revolving fund and wanting to think as a team as to how the monies should be spent. Mayor Trujillo advised they would appoint three vacant Lodgers Tax Board positions as soon as possible. Mayor Trujillo advised he wants the process to become easier and would like to have a community meeting at some point for



community members to contribute ideas on the use of Lodgers Tax monies. Mayor Trujillo advised a portion of Lodgers Tax monies can be used on infrastructure and some for marketing. Mayor Trujillo discussed an audit being done to make sure people are paying Lodgers Tax accordingly.

Mr. Cori Strife with NM Local Government Law introduced himself.

City Manager Maestas discussed the following;

- Total Lodgers Tax funds (Allowable uses)
  - Marketing & Advertising 60% (\$638,646.79)
    - Sunny505 \$270,000
    - NMTrue FY24 \$100,000
    - Post-Fire NMTrue Offer \$15,000
  - Tourism Infrastructure 20% (\$212,882.26)
  - Solid Waste, Public Works, Public Safety overtime in support of Tourism activity 20% (\$212,882.26)

Mayor Trujillo asked that there be several community meetings done by Sunny505 to discuss marketing strategies.

City Manager Maestas discussed Sunny505 and advised they are highly regarded from across the state and have done a lot of work for the state tourism department.

Discussion took place regarding Sunny505 scope of work, when the contract would be taken to council for approval, the need for tourism, making sure that the deliverables and assets belong to the City of Las Vegas once they are done with the marketing company and to see what year two would look like.

City Manager Maestas discussed the scope of work from Sunny505 that was in the RFP, rebranding, community meetings, distribution of the visitors guide using a digital format, and website redesign.

A lengthy discussion took place regarding analytics of the website, the quality of the webpage, the cap amount for marketing events, issues in the past regarding

monies being spent, ideas to track people attending events and the application process for Lodgers Tax.

Councilor Montoya asked about the overtime for Solid Waste, Public Works, Public Safety in the amount of \$212,882.26.

City Manager Maestas advised that is the amount that can be used and they had put \$150,000 in the budget last year.

Councilor Montoya asked if the amount of \$212,882.26 for Tourism Infrastructure is what's available.

City Manager Maestas advised yes.

Councilor Montoya requested to set aside \$80,000 to build public restrooms by the Arts Council building. Councilor Montoya also discussed an archway into Las Vegas on highway 104 and highway 518.

Mayor Trujillo discussed sports tournaments that would bring in tourists by investing \$100,000 in Rodriguez Park.

Lodgers Tax Chairman Bhakta discussed the need for more tourism projects.

Mayor Trujillo advised he also would like to invest in public art in public places.

Cindy Collins discussed the public restroom in the E. Romero Fire Museum.

Councilor Ulibarri discussed the need for more RV parks.

Lodgers Tax Chairman Bhakta discussed the justification to use Lodgers Tax monies for public restrooms and how that promotes tourism.

Georgina Ortega-Angel advised she liked the idea of a Police Substation and creating more parking for events.

Discussion took place regarding the Metropolitan Redevelopment Act that is incorporated into the City's Comprehensive Master Plan, a Police Substation at the

old Legion school, creating a permanent multifunctional facility for all events and the need for a Community Development Director.

Councilor Casey discussed making sure they have enough money for other organizations as well before spending all the Lodger's Tax monies.

Lodgers Tax Chairman Bhakta advised the money is there and they would need to figure out the total budget and figure out how much will be spent. Lodgers Tax Chairman Bhakta discussed the importance of deliverables and the monies being spent correctly. Lodgers Tax Chairman Bhakta discussed the infrastructure application not having a cap amount on it.

Councilor Montoya discussed when the cap amount changed from \$2,500 to \$5,000 for the Events application and the Infrastructure application not having a cap amount. Councilor Montoya thanked the Lodger's Tax Board for all they've done.

Finance Director Tasha Martinez discussed the recommendation of interns in the IT department.

Mayor Trujillo advised he wants it to be an easy process and the monies to be spent.

Councilor Romero suggested advertising to the public for their input.

Mayor Trujillo discussed Sunny505 having public meetings with the public and merchants so they can give their input on how Las Vegas should be marketed.

Discussion took place regarding how to bring people to Las Vegas when attending the Balloon Fiesta.

Mayor Trujillo advised if anyone knows of someone who would want to apply for the Community Development Director position to send them to the City.

### **EXECUTIVE SESSION**

There was no need for executive session.

**ADJOURN**

Councilor Casey made a motion to adjourn. Councilor Montoya seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:20 pm.

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Mayor Louie A. Trujillo

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD  
ON WEDNESDAY, MARCH 8, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

**COUNCILORS:** David G. Romero  
Barbara Casey  
Michael L. Montoya  
David Ulibarri

**ALSO PRESENT:** Leo Maestas, City Manager  
Casandra Fresquez, City Clerk  
Antonio Salazar, Sergeant at Arms

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Trujillo asked to take a moment of silence and recollection after recently losing a member from the City of Las Vegas. Mayor Trujillo asked to keep David James Marquez and his family in our thoughts and prayers.

**APPROVAL OF AGENDA**

Mayor Trujillo asked to remove Business Item 1 from the agenda until further notice.

Councilor Montoya asked what the reasoning was.

Mayor Trujillo stated they were advised to do so.

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

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

### **PUBLIC INPUT**

Ambrosio Castellano Jr., spoke about having a meeting to discuss the services his firm provides regarding the Hermit's Peak and Calf Canyon Fire.

### **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

Mayor Pro Tem Casey introduced Liana Fernandez as the first female State Wrestling Champion from Robertson High School and presented her with a Buen Vecino Award.

Coach Estevan Baca congratulated Liana Fernandez for her well deserved and well earned achievement.

Liana Fernandez thanked her mother, her coach, all her teammates and all those who supported her along the way.

Mayor Pro Tem Casey read a Proclamation for Women's History Month.

Councilor Montoya asked to keep his aunt Lillian Cruz Martinez from Holman, NM who passed away in prayer.

Mayor Trujillo reported on attending the NM State Legislature. Mayor Trujillo also sent his condolences to the Marquez family. Mayor Trujillo also thanked all the City employees for all the hard work they do.

### **COUNCILORS' REPORTS**

Councilor Casey discussed the City of Las Vegas working hard to find monies to fix city streets. Councilor Casey advised the City works hard to make sure they are providing the best services and doing all they can to benefit the citizens of Las Vegas. Councilor Casey reported on the Literacy Council of northeastern NM having their 13th annual Literacy Fair on March 18, 2023. Councilor Casey thanked City Manager Maestas for helping her obtain canvas bags for kids to use at the Literacy Fair. Councilor Casey advised Highlands, Luna and the United World College would be joining them as well.

Councilor Romero thanked all City staff for all their doing. Councilor Romero welcomed Mr. Abeyta from La Plaza Little League who was in the audience and advised that District and State Championships could possibly be held in Las Vegas. Councilor Romero asked to get Events Planner Charles Griego in contact with Mr. Abeyta and also to have a meeting to see where they are starting out with their season. Councilor Romero asked City Manager Maestas for an update on the El Creston Area.

City Manager Maestas advised he spoke with the vendor and they are on the schedule to break ground in the next few weeks for the shelter portion of it. City Manager Maestas advised in the next few weeks they will see activity at the park.

Councilor Ulibarri thanked all the staff who completed Romero, Salazar, Keen and W. National Streets.

Councilor Montoya discussed the Joint Work Session with the Lodger's Tax Board and also his ride along with Police Chief Salazar where they discussed safety issues that need to be addressed throughout the City of Las Vegas. Councilor Montoya also discussed the safety of the kids and the safety of structures in the school systems. Councilor Montoya requested that the City Manager's report be included in their packets.

### **CITY MANAGER'S REPORT**

City Manager Maestas discussed the following;

- Welcomed new staff to the City of Las Vegas
- Legion Road project (RFP)
- LED project at Airport
- HR On-site safety trainings
- Hiring Event 4.13.2023
- National Weather Service and San Miguel County meetings regarding alerts during the monsoon season

Mayor Trujillo thanked City Manager Maestas for all he has done.

Councilor Montoya inquired about the concrete at the shelter at Hanna Park.

City Manager Maestas advised the slab still needs to be installed.

### **PRESENTATIONS**

Councilor Romero discussed advertising so firms are aware that they can have presentations in regards to the Hermit's Peak/Calf Canyon Fire so they don't miss the opportunity when it comes time for an RFP.

Councilor Montoya agreed.

Jason Vigil with Will Ferguson & Associates Law firm in Albuquerque, NM spoke on the need for an RFP regarding the Hermit's Peak/Calf Canyon Fire. Mr. Vigil introduced Jon Givens from Watts Guerra. Mr. Givens advised his purpose is to bring to the attention of council the need to issue a request for proposal and should the City decide to issue a request for proposal then that would be the opportunity for them and other firms to brag about their credentials. Mr. Givens discussed his background from working with fires and flooding. Mr. Givens discussed the potential costs associated with damages and losses from the Hermit's Peak/Calf Canyon Fire. Mr. Givens discussed the process of filing a claim.

Mayor Trujillo thanked Mr. Vigil and Mr. Givens for their presentation and advised they haven't made a decision on how they are going to proceed.



Councilor Montoya advised he's been approached by three other firms that would want to represent the City of Las Vegas.

Utilities Director Maria Gilvarry gave a lengthy discussion regarding the following;

- The process of how funding is handled for project development and management
- The process of bids
- Approval from Council
- The process of funding through New Mexico Finance Authority
- Reimbursements from NMFA
- Official holds on projects
- Change orders for weather delays
- Construction Programs Bureau
- PSAs during road closures
- Payment of invoices
- Completion/Closing out a project
- Project warranty

Councilor Romero asked about the timeline on the Hot Springs project.

Utilities Director Gilvarry advised the Hot Springs Sewer Line project is substantially completed and they are currently completing a minor punch list.

Discussion took place regarding what the policy was on change orders and how much could be approved prior to council being involved.

City Manager Maestas discussed the two different projects and potentially a third one that are tied into the Hot Springs area.

Councilor Romero asked how many contractors have been penalized for not completing a project on time.

Utilities Director Gilvarry advised that she knew of one contractor that was penalized and they did receive a compensation check, which happened about four or five years ago.

Councilor Montoya asked why NMDOT would stop a million dollar project on Hot Spring Blvd.

Utilities Director Gilvarry advised there was a change in leadership at NMDOT and the person had concerns with the route the engineer was taking and wanted to reroute it, which couldn't be rerouted. Utilities Director Gilvarry advised that NMDOT controls the permit. Utilities Director Gilvarry advised the City received a verbal approval and will be receiving the permit.

Discussion took place regarding the W. National project, the Independence project, the sediment removal at Storrie Lake, the effluent waterline at Hanna Park and the RFP process.

Councilor Casey asked that they contact those who will be affected when the project on Hot Springs Blvd begins in April.

Utilities Director Gilvarry discussed the following regarding water and wastewater operations staffing challenges;

- The lack of water and wastewater operators
- State requirements for certified operators to run water and wastewater treatment plants
- The different areas they advertise job openings
- A pay rate study
- Incentives for earning levels
- Changing the 4% raise for earning levels to a flat rate
- Hiring incentives
- Level trainings
- The need for local programs at Luna Community College

Mayor Trujillo asked about hiring a contracted educator to come in.

Utilities Director Gilvarry advised she would look into that.

Councilor Montoya asked if there were online classes available in Santa Fe for those interested in operator positions.

Utilities Director Gilvarry advised she is not sure about Santa Fe but recommends the Sacramento class that is online and is self paced.

Discussion took place regarding the State of New Mexico not having enough operators and other areas contracting these services to other companies due to the lack of operators.

Mayor Trujillo recommended a good job recruitment program and a pay incentive program. Mayor Trujillo recommended marketing and having HR create a staffing plan to recruit those positions.

Utilities Director Gilvarry advised they are working with HR to make applying easier.

Mayor Trujillo recommended putting together a team of directors and HR to create a staffing plan.

Councilor Romero advised what he requested was goals, timelines and priorities. Councilor Romero advised he was wanting to see invoices and billing amounts specifically for Souder Miller to see where they were at because for one month there was an invoice for \$89,000. Councilor Romero asked what levels Utilities Director Gilvarry holds and how long it took her.

Utilities Director Gilvarry advised she holds a level IV in water and a level I in wastewater and they were completed in four years.

Discussion took place regarding encouraging employees to move up and get their levels and appointing a committee for recruitment.

Councilor Romero asked if the pretreatment plant was in operation and if it's been in operation.

Utilities Director Gilvarry advised yes and no, it was offline for a while to change out the filter media containers and have been cycling it through and all reservoirs are full.

## **BUSINESS ITEMS**

1. Request approval to accept State Appropriations from the Department of Finance and Administration in the amount of \$281,250.00 over the next three years for Law Enforcement Recruitment and Retention.

Police Chief Salazar discussed the grant would be for three years, the first two years they would receive \$112,500 and then receive \$56,250 the third year. Police Chief Salazar advised those particular funds need to be used by June 30th of this year. Police Chief Salazar advised the first \$112,500 would be used to cover salaries.

Councilor Casey made a motion to approve State Appropriations from the Department of Finance and Administration in the amount of \$281,250.00 over the next three years for Law Enforcement Recruitment and Retention. Councilor Ulibarri seconded the motion.

Councilor Romero asked if it was worked out with the Union and if it wouldn't violate the Union contract.

Police Chief Salazar advised no it does not violate the Union contract, the Union is involved in proposed pay increases, and this has nothing to do with the Union portion of any negotiations. Police Chief Salazar advised it would be used to help them expend the funds for this year.

Councilor Montoya asked if those funds were a one time thing.

Police Chief Salazar advised yes, once the second set of funds comes through they can then have the opportunity to have pay incentives, bonuses for those who are already employed and hiring bonuses to get people into the department.

Councilor Monotya asked if the funds would be utilized for a raise for everyone in the department.

Police Chief Salazar advised the first \$112,500 will be used potentially for salaries so they don't lose the funds on June 30th.

Councilor Montoya asked when those funds are gone after giving a raise, what happens the following year, the year after that or five years from now, and would they use the general fund budget to offset that funding.

Police Chief Salazar advised no, that would be brought to the Council's attention at a later time and they would have the funds to sustain the proposed raise.

Councilor Montoya asked for clarification, would these appropriations be utilized in the negotiation process that's going to be happening now.

Police Chief Salazar advised no.

Councilor Montoya advised if during negotiations, staff requests a raise for every individual in the Police Department this money can't be used for that.

Police Chief Salazar advised the funds are only for commissioned personnel and are not connected to the Union, Union negotiation or Union bargaining. Police Chief Salazar advised this year they have to utilize the funds for the potential increase and they have the budget to sustain that proposed increase.

City Manager Maestas advised the funds have not been identified as to what they will be used for, they could potentially subsidize the current rate of pay or could potentially be used to help ease into a raise if that's what they chose to do with it in the future. City Manager Maestas advised since there are vacancies in the department it can support an increase, and the monies are only tied to commissioned officers, not records, evidence or administrative staff.

Councilor Casey advised they need to keep in mind that the language says it's for recruitment and retention, and can't use it to be a part of collective bargaining or anything else. Councilor Casey advised recruitment can be to advertise, a little pay increase for someone who is a new hire, an incentive for someone who wants to work at the police department, or those who are thinking of leaving to a different entity could be offered an incentive to stay.

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

Michael L. Montoya	Yes	Barbara Casey	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval to accept a Project Agreement from the New Mexico Department of Transportation in the amount of \$19,523.00.

Councilor Romero made a motion to accept a Project Agreement from the New Mexico Department of Transportation in the amount of \$19,523.00. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

3. Request to purchase one transport trailer for the Solid Waste Division.

Councilor Romero made a motion to approve the purchase of one transport trailer for the Solid Waste Division. Councilor Casey seconded the motion.

Councilor Montoya asked about a trailer that was brand new and never used and if the Solid Waste department still had it.

Utilities Director Gilvarry advised she believed they still had one trailer, but the trailer she's asking for approval to purchase was to replace a trailer that was burnt.

City Manager Maestas advised the black trailer Councilor Montoya was referring to was a scrap trailer, it is brand new but was not designed for trash and the drivers have chosen not to use it. City Manager Maestas advised it was purchased

prior to any of them being there and they are working to see if they could get a credit back for that trailer and put it towards a piece of equipment that can be utilized.

Councilor Montoya recommended that something be done with that trailer.

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

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

### **ADJOURN**

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

Councilor Montoya asked to go into executive session.

Councilor Casey asked what the purpose was for the executive session.

Councilor Montoya advised it was for potential litigation.

Councilor Casey withdrew her previous motion to adjourn.

### **EXECUTIVE SESSION**

Councilor Montoya made a motion to convene into executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) and also for the purpose of matters subject to the attorney client privilege pertaining to threatened or pending litigations in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) and also for the purpose of matters subject to the attorney client privilege pertaining to threatened or pending litigations in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

**ADJOURN**

Councilor Casey made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:52 pm.

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Mayor Louie A. Trujillo

ATTEST:

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Casandra Fresquez, City Clerk



**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, MARCH 15, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

**COUNCILORS:** David G. Romero *via Google Meet*  
Barbara Casey  
Michael L. Montoya  
David Ulibarri

**ALSO PRESENT:** April Gonzales, Deputy City Manager  
Casandra Fresquez, City Clerk  
Antonio Salazar, Sergeant at Arms

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Trujillo asked for a moment of recognition for all the hardworking employees at the City of Las Vegas.

**APPROVAL OF AGENDA**

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

David G. Romero	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

### **PUBLIC INPUT**

There was no public input.

### **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

Mayor Trujillo advised due to the length of the agenda he would forgo his appointments/reports and recognitions/proclamations.

### **COUNCILORS' REPORTS**

Council also agreed to forgo their councilors reports due to the length of the agenda.

### **POLICE CHIEF'S REPORT**

Police Chief Salazar gave a detailed presentation regarding the statistics for the Month of February on the following:

- Field Operations Division (patrol) calls
- Code Enforcement calls
  - 25 active abetments
- Animal Control calls
- Animal Care Center
  - 74 dogs
  - 8 cats
- Communications Division (dispatch) calls
  - 5 vacant positions
- Information Division (records)
- Street Crimes/Investigations/Narcotics Division

- Evidence Seized
- Meetings and trainings
  - District Court
  - Magistrate Court
  - Safe House interviews
  - MDT meetings
  - LEADS meeting
- Training/Travel/Recruiting/Hiring/Promotions
- Department vacancies (27)

Councilor Casey asked about having windows on the building for the cats.

Police Chief Salazar advised he knows how to frame and would install windows.

Councilor Montoya asked about the status of the (7) properties that are being reviewed by the City Manager's Office.

Police Chief Salazar advised they are either pending in the attorney's office or need to be sent to the attorney's office so they can start collecting fees. Police Chief Salazar advised they need to be sent so they can start the court process.

Councilor Montoya asked since when have they been ready to send to the attorney's office.

Police Chief Salazar advised December 2022.

Councilor Montoya asked why the delay.

Police Chief Salazar advised they handled everything on their end of the process.

Councilor Montoya asked Deputy City Manager Gonzales if she knew anything about it.

Deputy City Manager Gonzales advised she did not.

Councilor Montoya asked Deputy City Manager Gonzales to follow up with the City Manager regarding what the status is for those (7) properties.

Councilor Montoya advised there were about 30 vacant signs throughout the city and asked to follow the ordinance that reads if a sign is not maintained or occupied the sign must be taken down. Councilor Montoya asked why the number of Fire calls were different from the report from the Fire department.

Police Chief Salazar advised he would look into it.

Discussion took place regarding any businesses having signs without a business license, and to check on all businesses to make sure they paid for their license and signs.

### **FINANCE REPORT**

Finance Director Tasha Martinez reported on the month of February, the General fund revenues were at (\$9,619,992), expenditures (\$8,754,826), with a surplus of \$865,165, the Enterprise fund revenues were at (\$12,748,557), expenditures were at (\$12,587,802), with a surplus of \$160,754.74, the Recreation department revenues were at (\$361,567), expenditures were at (\$296,023), with a surplus of \$65,544, Lodger's Tax revenues were at (\$454,750), expenditures were at (\$266,519), with a surplus of \$188,230 and Cannabis revenues were at (\$68,182), expenditures were at (\$2,045), with a surplus of \$66,137.

Mayor Trujillo asked if there was anything in the report that they needed to be aware of.

Discussion took place regarding the Finance department renewing interest rates to 4% annually.

Deputy City Manager Gonzales advised that the meeting was not being broadcasted due to failure of the computer due to the recent power outages. Deputy City Manager Gonzales advised it would be recorded and would be broadcasted tomorrow.

### **PRESENTATIONS**

Tiffany Abeyta, LEAD Program Manager provided an update on the LEAD program and discussed the following;

- 473 referrals state wide
- 219 individuals enrolled in the program
  - 156 missed the deadline
  - 20 individuals declined services through the program
  - 24 individuals are pending
  - 51 ineligible
  - 150 Diversion program
  - 108 Social Referrals
- Diversion program (Identified by an Officer)
- Social Referral
- 59 referrals in (SMC)
- 22 individuals enrolled in the program
  - 7 declined enrollment
  - 13 missed enrollment deadline
  - 11 ineligible
  - 1 pending
  - 5 discontinued services
  - 51 referrals from NMSP
  - 1 referral from NMHU Campus Police
  - 0 referrals from LVPD
  - 0 referrals from SMCSO
  - 7 Municipal Courts
- Resources/Services provided

Mayor Trujillo asked Police Chief Salazar why there were no referrals from the LVPD.

Police Chief Salazar advised it's the lack of training.

Mayor Trujillo advised to schedule training for his personnel. Mayor Trujillo stated that diversion programs do work.

Discussion took place regarding if Ms. Abeyta works statewide or in San Miguel County, how many staff she has, how they provide housing, if they work with Tri County Domestic Violence Shelter, where they get their funding and how the City of Las Vegas can help them.

Gary Mazaroff with International Racquetball Federation (IRF), provided a lengthy discussion on holding the 38th IRF World Senior Racquetball Championships in Las Vegas, NM on August 29-September 2, 2023. Mr. Mazaroff discussed the timeline for the Senior Racquetball Championships in Las Vegas, NM.

Mayor Trujillo advised this International event will help promote Las Vegas.

Discussion took place regarding payment for the use of facilities during the 38th International Racquetball Federation World Senior Racquetball Championship.

Kenneth Abeyta and Craig Aragon, Assistant District Administrators with District 4 for Little League for the State of New Mexico, provided information of district and state playoff tournaments that will be held tentatively at Rodriguez Park. Mr. Abeyta advised they would be hosting three state playoff tournaments. Mr. Abeyta advised they are working on MOUs.

Discussion took place regarding multiple meetings with Ms. Loretta Abreu, MOUs approved by legal counsel as soon as possible, if games would be impacted due to Rodriguez Park construction and reaching out to businesses for discounts and treat bags for every player.

Mayor Trujillo asked Mr. Abyeta if they know how to apply for Lodgers Tax.

Mr. Abeyta advised they heard about the application process.

Mayor Trujillo advised to take advantage of that money and they can see if they can fund them with some Lodgers Tax.

Deputy City Manager Gonzales advised that the deadline had passed.

Councilor Montoya advised that there is no deadline for Council.

Mr. Abeyta advised they would get that prepared and sent over to them as soon as possible.

Councilor Montoya thanked them for volunteering and advised there were a lot of people last year and discussed the Rodriguez Sports Complex and the improvements of City parks.

Councilor Romero asked when they would start watering the parks.

Utilities Director Gilvarry advised they are working to have everything by April 1st and one challenge are the pumps at Rodriguez Park that are currently not working but will have a mobile watering system.

Councilor Romero advised when he was on the board for La Plaza Little League they used to start watering the fields late and advised it's important to start watering the fields as soon as they can.

Mr. Abeyta advised before the tournament takes place, District and Regional staff do go out to inspect the fields to make sure they are playable. Mr Abeyta advised they are looking to see if Lodgers Tax could help with getting the correct dirt that is needed and also fundraising for new mounds for the field.

Councilor Montoya advised they have a message board that they can utilize.

### **CONSENT ITEMS**

City Clerk Fresquez read the Consent Agenda (1-3) into the record as follows;

1. Request approval of Addendum #2 to Contract #3729-21 with JJ & Son Excavation to provide professional concrete services for the City of Las Vegas.
2. Request approval of Addendum #1 to Contract #3875-22 with the Masters Touch LLC for billing, printing and mailing services as needed for the City of Las Vegas.
3. Request approval of Addendum #1 to Contract #3904-22 with Suina Design & Architecture for architectural and engineering services as needed for the City of Las Vegas.

Councilor Romero made a motion to approve the Consent Agenda (1-3) as read into the record. Councilor Casey seconded the motion.

Councilor Montoya asked why addendums were being approved four months in advance.

Utilities Director Gilvarry advised they don't want addendums falling through and expiring but addendums won't be in effect until their effective date.

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

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

**BUSINESS ITEMS**

Councilor Casey made a motion to enter into a Public Hearing for Business Items 1 and 2. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
David G. Romero	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Stephanie Romero and Planning & Zoning Coordinator Maria Perea.

1. Request approval to adopt Ordinance 23-04 for the preliminary and final approval of a subdivision of Lots 6 & 7, Block 84, Town of Las Vegas, located at 1917 New Mexico Avenue, Las Vegas, NM 87701. Also included is the approval of variances on lot size requirements for Parcel 2 and Parcel 3, facing Armijo Drive.



Planning & Zoning Coordinator Perea advised that Ms. Patricia Baca, one of the heirs of the property located at 1917 New Mexico Avenue wanted the property divided between three heirs of John Singletary. Planning & Zoning Coordinator Perea advised when reviewing the survey it was found that tract B and tract C were smaller than the required 5,000 sq ft required for the R-3 zone. Planning & Zoning Coordinator Perea advised after speaking with Ms. Baca, it was noted that they were splitting the property as per the wishes of their father as shown in his Last Will and Testament. Planning & Zoning Coordinator Perea stated she advised Ms. Baca, that she would need to apply for a variance of lot size requirements for tract B and tract C and also submit an application for a subdivision. Planning & Zoning Coordinator Perea advised both documents were provided by Ms. Baca. Planning & Zoning Coordinator Perea advised the project was taken to the Board of Adjustment for the approval of the variance request for lot area size requirements and also to Planning & Zoning Commission for the three lot subdivision on February 6, 2023. Planning & Zoning Coordinator Perea advised at the meeting on February 6, 2023 the Board of Adjustment approved the variances for tract B and tract C, and the Planning & Zoning Commission recommended taking the three lots subdivision project to City Council for approval along with the variances for the approved tracts. Planning & Zoning Coordinator Perea advised there were no protests for or against the project at the Planning and Zoning Commission or Board of Adjustments.

Mayor Trujillo asked if all signatures were completed and if the Fire department had looked at it.

Planning & Zoning Coordinator Perea advised yes.

2. Request approval to Adopt Ordinance No. 23-05, amending the Official Zoning Map from an M-1 (Light Manufacturing Zone) to an R-3 (Mixed Residential Zone) for two properties located at the corner of E. University Avenue and Commerce Street.

Planning & Zoning Coordinator Perea advised Stephanie Romero on behalf of the owners Robert and Judy Lopez, requested a zone change from a M-1 to an R-3 for property that had recently been purchased by Mr. and Mrs. Lopez. Planning & Zoning Coordinator Perea advised a survey was provided by Ms. Romero which showed the two properties for the zone change that was being requested.

Planning & Zoning Coordinator Perea advised the property is the former Ross Oil Bulk Plant at the corner of E. University Avenue and Commerce Street. Planning & Zoning Coordinator Perea advised the City owned property where the soccer fields are and borders on the south side of the smaller property. Planning & Zoning Coordinator Perea advised that Ms. Romero stated that she was going to place a 28x56 double wide manufactured home on the larger tract and her aunt, Mrs. Lopez plans to place a single wide mobile home on the smaller lot. Planning & Zoning Coordinator Perea advised the lots do meet the R-3 requirements, and Ms. Romero submitted a site plan on how the double wide home would be placed on the larger lot and Ms. Romero also requested on behalf of her aunt Mrs. Lopez and herself that both properties be issued Commerce Street addresses as both homes would be facing that direction. Planning & Zoning Coordinator Perea advised the application was received in January 2023, the Planning and Zoning meeting was scheduled on February 6, 2023. Planning & Zoning Coordinator Perea advised at the meeting Ms. Romero stated what their intentions were for the property and had advised that the property had recently been cleaned up for that purpose. Planning & Zoning Coordinator Perea advised during the February 6, 2023 Planning and Zoning Commission meeting they recommended taking the zone change application to the City Council for final approval. Planning & Zoning Coordinator Perea advised there were no persons who spoke for or against the project. Planning & Zoning Coordinator Perea further advised as of February 6, 2023 new addresses had been issued for the two lots, 615 Commerce Street for the smaller lot and 619 Commerce Street for the larger lot. Planning & Zoning Coordinator Perea advised a development application will be submitted to the Utilities department requesting utility services for both properties, if the zone change is approved.

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

David G. Romero	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

1. Request approval to adopt Ordinance 23-04 for the preliminary and final approval of a subdivision of Lots 6 & 7, Block 84, Town of Las Vegas, located

at 1917 New Mexico Avenue, Las Vegas, NM 87701. Also included is the approval of variances on lot size requirements for Parcel 2 and Parcel 3, facing Armijo Drive.

Councilor Casey made a motion to approve Ordinance 23-04 for the preliminary and final approval of a subdivision of Lots 6 & 7, Block 84, Town of Las Vegas, located at 1917 New Mexico Avenue, Las Vegas, NM 87701. Also included is the approval of variances on lot size requirements for Parcel 2 and Parcel 3, facing Armijo Drive. Councilor Montoya seconded the motion.

Ordinance 23-04 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David G. Romero	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval to Adopt Ordinance No. 23-05, amending the Official Zoning Map from an M-1 (Light Manufacturing Zone) to an R-3 (Mixed Residential Zone) for two properties located at the corner of E. University Avenue and Commerce Street.

Councilor Romero advised the family are relatives of his but there is no financial interest on his part.

Councilor Casey made a motion to approve Ordinance No. 23-05, amending the Official Zoning Map from an M-1 (Light Manufacturing Zone) to an R-3 (Mixed Residential Zone) for two properties located at the corner of E. University Avenue and Commerce Street. Councilor Ulibarri seconded the motion.

Ordinance 23-05 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

Michael L. Montoya	Yes	Barbara Casey	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

3. Request approval of Resolution No. 23-10, request for Acceptance and Approval of Fiscal Year 2022 Financial Audit Report.

Deputy Finance Director Dominic Chavez introduced Chris Garner with Pattillo, Brown & Hill, LLP.

Councilor Casey made a motion to approve resolution 23-10. Councilor Montoya seconded the motion.

Mayor Trujillo thanked Mr. Garner for being there and for his professional services that he provided to the City of Las Vegas.

Councilor Montoya thanked Mr. Garner for the report and stated that the City of Las Vegas did have 7 findings and those items have been addressed.

Mr. Garner advised that City Manager Maestas and the Finance department were very proactive by asking questions to make sure they are doing the right things and moving in the right direction.

Councilor Romero advised the findings are concerning and the Council will have their eyes on it for next time.

Resolution 23-10 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 23-10**

**ACCEPTANCE AND APPROVAL OF THE FY 2022 AUDIT**

WHEREAS, the City of Las Vegas is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for FY 2022; and

WHEREAS, the City of Las Vegas Governing body has directed the accomplishment of the audit for FY2022 be completed; and,

WHEREAS, this audit has been completed and presented to the City of Las Vegas Governing Body per the March 2, 2023 letter from the State Auditor authorizing release of the FY 2022 audit; and

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that “Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar day has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to quorum of the governing authority of the agency at meeting held in accordance with the Open Meetings Act, if applicable, and,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Las Vegas hereby accept and approve the completed audit report and findings as indicated within this document.

ACCEPTED AND APPROVED this \_\_\_\_ day of March 2023.

\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

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

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

- 4. Request approval of Resolution No. 23-08, the sale of obsolete City assets at an online auction.

Councilor Romero made a motion to approve resolution 23-08. Councilor Ulibarri seconded the motion.

Resolution 23-08 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO  
Resolution No. 23-08**

**A RESOLUTION TO APPROVE  
THE SALE OF OBSOLETE CITY ASSETS AT AN ONLINE AUCTION.**

WHEREAS, the City of Las Vegas (“City”) owns and possesses certain inventoried obsolete and surplus assets; and

**WHEREAS**, the City desires to hold an online auction to receive competitive bids for the obsolete and surplus assets; and

**WHEREAS** the City desires to hold said online auction in the Spring of 2023; and

**WHEREAS**, the City will benefit from the sale and disposal of the obsolete and surplus assets.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the sale of the inventoried and surplus assets.

ACCEPTED AND APPROVED this day \_\_\_\_\_ of March 2023.

\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

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

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya advised there will be a public auction and all information would be on the website.

- 5. Request approval of Resolution 23-09 a budget adjustment for fiscal year 2022-2023.

Finance Director Tasha Martinez discussed the need for the City of Las Vegas making budget adjustments in various funds.

Councilor Montoya asked where the \$91,000 for Padilla Sports Complex came from.

Finance Director Martinez advised she would have to get back to him regarding where it came from due to Deputy Finance Director Chavez working on it.

Councilor Romero advised it was a grant application that Consultant Robert Archuleta had worked on.

Councilor Montoya made a motion to approve resolution 23-09. Councilor Casey seconded the motion.

Resolution 23-09 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO  
Resolution No. 23-09**

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2022-2023 FISCAL YEAR**

**WHEREAS**, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2022-23; and

**WHEREAS**, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a revenue increase to Fund 101- 4900 Animal Shelter in the amount of \$50,000, a rev/exp increase to Fund 217 State Legislative Appropriations – Padilla Sports Complex in the amount of \$91,000, a rev/exp increase to Fund 217 State Legislative Appropriations – Old City Hall Museum in the amount of \$320,000 a rev/exp increase to Fund 217 State Legislative Appropriations – PD Recruitment in the amount of \$112,500, a rev/exp increase to Fund 253 Traffic Safety - ENDWI in the amount of \$10,742, a rev/exp increase to Fund 253 Traffic Safety – Buckle Up in the amount of \$3,079, a rev/exp increase to Fund 253 Traffic Safety – S.T.E.P. in the amount of \$5,702, a revenue increase to Fund 620 – Natural Gas in the amount of \$2,000,000 and an expense increase to Fund 620 – Natural Gas in the amount of \$1,800,000.

**WHEREAS**, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2022-23; and,

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

ACCEPTED AND APPROVED this day \_\_\_\_\_ of March 2023.

\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

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

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

6. Request approval to award RFP #2023-10 for Water Distribution System Planning, Design, & Construction Phase Engineering Services to Molzen-Corbin and Souder Miller & Associates.

Councilor Romero advised he was concerned about a conflict with Souder Miller since they operate the water system and would now be doing the planning and designing.

Utilities Director Gilvarry advised this was for the Water Distribution System not the Water Treatment System and they are legally different firms, Souder Miller Operations is the one that manages the facility and water treatment plant and then there is Souder Miller Engineering.

Councilor Casey advised both entities are working within the Water department but are doing specific jobs that are different.

Utilities Director Gilvarry advised that was correct and the work would be selected by a person who is not with Souder Miller such as Travis Hern the Water Distribution Manager.

Discussion took place regarding both entities each having a contract, subcontracting not allowed by the State unless stated in the contract, and distinctive assignments between the two.

Councilor Montoya asked where the bids were and how much they would be paying them.

Utilities Director Gilvarry advised the assignments haven't been provided yet and once the assignments go out that's when the money is presented to Council or to the City Manager, depending on the dollar amount. Utilities Director Gilvarry advised if the project is over \$60,000 then it is taken to Council for approval.



Councilor Montoya advised that is the kind of information that should be in the packet.

Discussion took place regarding a cap for the planning services.

Councilor Montoya made a motion to approve RFP #2023-10 for Water Distribution System Planning, Design, & Construction Phase Engineering Services to Molzen-Corbin and Souder Miller & Associates. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

7. Request approval for out-of-state travel for Firefighter Rafael Lopez and Firefighter Justin Armijo to attend the International Association of Fire Chief's - Wildland Urban Interface Conference.

Councilor Casey made a motion to approve out-of-state travel for Firefighter Rafael Lopez and Firefighter Justin Armijo to attend the International Association of Fire Chief's - Wildland Urban Interface Conference. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

8. Request approval to place the Phoenix created by artist Chad Brown at the Plaza Park.

Mayor Trujillo discussed the Phoenix created by artist Chad Brown and him needing to know where it would be placed so he can move forward with his funding.

Councilor Casey advised the Phoenix would enhance the cultural district but was concerned about protecting the art from birds.

Mayor Trujillo advised that the Plaza Hotel started playing predator noises to deter the birds. Mayor Trujillo advised that the Parks department went out to wash the sidewalks and benches.

Councilor Casey asked what the anticipated date would be for display.

Mr. Brown advised his goal is for the end of August or first part of September. Mr. Brown advised he would personally take care of it.

Councilor Casey advised they want it preserved, carefully displayed and appreciated.

Discussion took place regarding finding a permanent place and a waiver of liability for the City of Las Vegas should someone damage it.

Councilor Casey made a motion to approve the placing of the Phoenix created by artist Chad Brown at the Plaza Park. Councilor Ulibarri seconded the motion.

Councilor Montoya asked about the temporary placement of the Phoenix.

Mr. Brown advised the spots are temporary to help with the art not being destroyed and advised he has various other locations to place it at. Mr. Brown advised it is vulnerable to the environment and would be better somewhere inside.

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

Michael L. Montoya	Yes	Barbara Casey	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

### **EXECUTIVE SESSION**

Councilor Montoya made a motion to convene into executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

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

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

**ADJOURN**

Councilor Montoya made a motion to adjourn. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:50 pm.

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Mayor Louie A. Trujillo

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON TUESDAY, MARCH 28, 2023 AT 1:00 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

**COUNCILORS:** David G. Romero  
Barbara Casey  
Michael L. Montoya  
David Ulibarri

**ALSO PRESENT:** Leo Maestas, City Manager  
Casandra Fresquez, City Clerk  
Antonio Salazar, Sergeant at Arms

**CALL TO ORDER**

Mayor Trujillo called the meeting to order at 1:00 pm.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Trujillo took a moment to recognize the Police department for keeping the citizens of Las Vegas safe. Mayor Trujillo also asked to keep the Officers and their families in prayer.

**APPROVAL OF AGENDA**

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

Michael L. Montoya	Yes	David Ulibarri	Yes
David G. Romero	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

### **PUBLIC INPUT**

There was no public input

### **BUSINESS ITEMS**

1. Consideration of the City of Las Vegas and Las Vegas Police Officers Association (LVPOA) Memorandum of Understanding (MOU) regarding Section 16 (Compensation) and Section 44 (Terms of Agreement) of LVPOA Agreement #3848-22.

### **EXECUTIVE SESSION**

Councilor Romero made a motion to convene into executive session for the purpose of discussing collective bargaining strategy as permitted by Section 10-15-1 (H) (5) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing collective bargaining strategy as permitted by Section 10-15-1 (H) (5) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to table Business Item 1, until the bargaining team re-negotiates. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya asked City Manager Maestas if he had anything to discuss for executive session.

City Manager Maestas advised yes.

**EXECUTIVE SESSION**

Councilor Montoya made a motion to convene into executive session for the purpose of discussing certain purchases in the amount that exceeds \$2,500 as permitted by Section 10-15-1 (H) (6) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing certain purchases in the amount that exceeds \$2,500 as permitted by Section 10-15-1 (H) (6) of the New Mexico Open Meetings Act, NMSA 1978 and only those

matters were discussed and no action was taken. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

**ADJOURN**

Councilor Montoya made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 3:15 pm.

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Mayor Louie A. Trujillo

ATTEST:

---

Casandra Fresquez, City Clerk



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/23

**Department:** Executive

**Item:** Presentation by Richard Lindeborg, President of the Arts Council giving an overview of activities in the City-Owned Building at 140 Bridge Street and description of their twice monthly community calendar.

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor Louie Trujillo

Reviewed By:

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Finance Director

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_





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

**Meeting Date:** April 12, 2023

**Date Submitted:** 03/31/23

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3782-21 with James, Cooke & Hobson, Inc. for professional pump, motor, mechanical and electrical services for the City of Las Vegas. RFP 2021-11 was awarded on 08/31/2021 and Agreement #3782-21 was signed on 08/31/2021. The extended term of this agreement will be for 1 year.

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

**Attachments:** Addendum #2, Addendum #1, Contract 3782-21.

**Committee Recommendation:** This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3782-21**  
**RFP# 2021-11**  
**AWARDED ON: 8/31/2021**  
**JAMES, COOKE & HOBSON, INC**

This Addendum entered into this **31<sup>ST</sup> Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **JAMES, COOKE & HOBSON, INC**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 8/31/2021 the City and **JAMES, COOKE & HOBSON, INC** entered into an Agreement/Contract pursuant to a call for RFP in which **JAMES, COOKE & HOBSON, INC** agreed to provide:

**PROFESSIONAL PUMP, MOTOR, MECHANICAL & ELECTRICAL SERVICES**

**WHEREAS**, the City and **JAMES, COOKE & HOBSON, INC** now desire to extend the original Agreement/Contract for an additional year from **08/31/2023 thru: 08/30/2024**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3782-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL PUMP, MOTOR, MECHANICAL & ELECTRICAL SERVICES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 8/31/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 8/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**JAMES, COOKE & HOBSON, INC**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Leo Maestas                      Date  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
Title                                      Date

ATTEST:

\_\_\_\_\_  
Casandra Fresquez                      Date  
City Clerk

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3782-21**

**RFP# 2021-11**

**AWARDED ON: 08/31/2021**

**JAMES, COOKE & HOBSON, INC**

This Addendum #1 entered into this day August 31, 2021 by and between the City of Las Vegas, a municipal corporation, hereinafter termed ("City") and James, Cooke & Hobson, Inc., hereinafter termed ("Contractor").

**RECITALS:**

**WHEREAS**, the City and Contractor entered into that certain Professional Services Agreement dated August 31, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional pump, motor, mechanical and electrical services.(collectively "Services")"

**WHEREAS**, the City and Contractor now desire to extend the original Agreement for an additional year from 08/31/2022 thru: 08/31/2023; and

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

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

1. The term of the Agreement is hereby extended to August 31, 2023; and
2. That except for the express modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS

JAMES, COOKE & HOBSON, INC

**REVIEWED AND APPROVED:**

DocuSigned by:  
*Jonathan Polasek*  
0FBFC46861924C6

 7/20/22  
Leo Maestas, City Manager Date

Municipal Sales August 8, 2022 | 1:46 PM  
Title Date

**ATTEST:**

 7/22/22  
Casandra Fresquez Date  
City Clerk

**As to Legal Sufficiency Only:**

 7/22/22  
Scott Aaron, City Attorney Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND JAMES, COOKE & HOBSON, INC.**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and JAMES, COOKE & HOBSON INC., a Texas corporation (“Contractor”), of 4210 HAWKINS STREET NE, ALBUQUERQUE, NEW MEXICO, 87109, on this 31<sup>st</sup> day of August, 2021 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

**Recitals**

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

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

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

**1. SCOPE OF SERVICES:**

The City, is soliciting proposals to provide pump, motor, mechanical and electrical services to the City’s water and wastewater facilities. Multiple contracts may be awarded, and shall be non-exclusive. The City reserves the right to submit work orders with one or more of the Contracted Service Providers based on price, availability and location of services, hours of operation, and/or proprietary services. The Contractor must be able to respond to emergency calls within 24 hours and within 48 hours for non-emergency repairs. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

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

1. The work includes, but is not limited to repair, replace, adjust, and maintain pumps, motors, and related mechanical systems; inspection; testing; and emergency response.
2. The contractor shall install, modify, and/or upgrade pump, motor, and related mechanical systems as requested by the City. To include the removal of non-functioning or out of date equipment. No additional or extra work shall be

commenced or undertaken by the Contractor unless authorized in advance by telephone or in writing by the City.

3. Troubleshoot and work on multiple types of pumps and motors, including but not limited to:
  - a. Pumps: Aurora Splitcase, Fairbanks Morse, FLYGT Submersible, Sigma, Graundfos, KSB
  - b. Motors: GE Motors, Reliance Motors, Baldor Motors, US Motors, Walker
4. The Contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of City pumps and motors. The Contractor is responsible for all debris and related disposal.
5. All parts used for repair and in reassembly of equipment shall be the manufacture's authorized parts or specifically approved by the City prior to installation.
6. Provide electrical, controls, instrumentation, SCADA and PLC programming capabilities. All work shall be performed in accordance with the National Wiring Standards.
7. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
8. The contractor will do all work in accordance with the plans, specifications, and performance standards and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits, certifications and licenses to comply with local, state and federal requirements.
9. Contractor shall provide on-site supervision at all times for all of their work to be performed.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**19. INDEMNIFICATION:** Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his

employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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

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

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

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

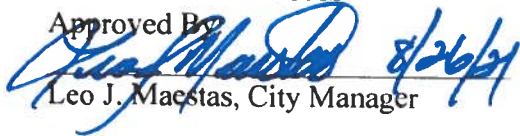
**24. MISCELLANEOUS:** This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the

deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS

Approved By

 8/26/21  
Leo J. Maestas, City Manager

CONTRACTOR:

Signature



Printed Name:

Jonathan Polasek 9/1/21

Position:

Municipal Sales

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 8/25/21  
Scott Aaron, City Attorney

**“ATTACHMENT “A”  
JAMES, COOKE & HOBSON INC.  
Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2021-25**

**PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES**

**Section 10: Cost**

**JCH PROPOSES THE FOLLOWING SERVICES:**

**JCH Standard Service Truck rates**

Field rate per hour [one man] crane service truck with tools	\$95
Additional man	\$65
Mileage charge	\$1/mile
Emergency rates time and half	\$142.50

**JCH Standard Shop rates**

In house per hour standard	\$85
In house per hour emergency	\$130

If required, miscellaneous expenses not to exceed \$150 per person, per day.

**JCH PROPOSES THE FOLLOWING REPAIR COMPONENTS:**

**Genuine Xylem Flygt Spare Parts**

JCH will provide Genuine Xylem Flygt Spare Parts at the current manufacture's list prices and will cover standard inbound freight.

**Genuine Pentair Aurora Spare Parts**

JCH will provide Genuine Pentair Aurora Spare Parts at the current manufacture's list prices and will cover standard inbound freight.

All other items not covered above will be quoted at time of disassembly.

**TAXES**

If customer is not tax exempt, Gross Receipts taxes will be charges.



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 03/31/23

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3783-21 with Molzen Corbin & Associates for professional engineering services for the Solid Waste facility. RFP 2021-25 was awarded on 08/18/2021 and Agreement #3783-21 was signed on 08/31/2021. The extended term of this agreement will be for 1 year.

**Fiscal Impact:** Costs budgeted out of designated line item number as needed.

**Attachments:** Addendum #2, Addendum #1, Contract 3783-21.

**Committee Recommendation:** This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_

Continued To: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Referred To: \_\_\_\_\_

Contract No. \_\_\_\_\_

Denied \_\_\_\_\_

Approved \_\_\_\_\_

Other \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3783-21**  
**RFP# 2021-25**  
**AWARDED ON: 8/18/21**  
**MOLZEN CORBIN**

This Addendum entered into this **18<sup>TH</sup> Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed “City” And **MOLZEN CORBIN**, hereinafter termed “Contractor”

**WITNESSETH:**

**WHEREAS**, under date of 8/18/2021 the City and MOLZEN CORBIN entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN agreed to provide:

**PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY**

**WHEREAS, the** City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from **8/18/2023 thru: 8/17/2024**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3783-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 8/13/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 8/13/2021 Agreement not inconsistent herewith remain in full force and effect.

**CITY OF LAS VEGAS**

**MOLZEN CORBIN**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Leo Maestas                      Date  
City Manager

\_\_\_\_\_  
Title                                      Date

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez                      Date  
City Clerk



Agreement / Contract  
No. 3783-21  
City of Las Vegas  
Date

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3783-21**

**RFP# 2021-25**

**AWARDED ON: 08/18/2021**

**MOLZEN CORBIN**

This Addendum entered into this **August 18, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City"

and

MOLZEN CORBIN, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 08/18/21 the City and MOLZEN CORBIN entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN agreed to provide:

**PROFESSIONAL ENGINEERING SERVICES FOR NATURAL SOLID WASTE FACILITY**

**WHEREAS**, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from 08/18/2022 thru: 08/18/2023.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3783-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation for **PROFESSIONAL ENGINEERING SERVICES FOR NATURAL SOLID WASTE FACILITY**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE, the parties agree as follows:**

1. This Agreement and the prior agreement dated 08/13/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 08/13/2022 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

MOLZEN CORBIN

**REVIEWED AND APPROVED:**

DocuSigned by:  
*Kevin W. Eades*  
 84106D2DB39F40D

  
 Leo J. Maestas, City Manager      Date

CEO      August 9, 2022 | 11:01 AM  
 Title      Date

**ATTEST:**

  
 Casandra Fresquez      Date  
 City Clerk

**As to Legal Sufficiency Only:**

  
 Scott Aaron, City Attorney      Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND MOLZEN CORBIN & ASSOCIATES**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and MOLZEN CORBIN & ASSOCIATES, a New Mexico corporation (“Contractor”), of 2701 MILES ROAD SE, ALBUQUERQUE, NEW MEXICO, 87106, on this 31<sup>st</sup> day of August, 2021 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

**Recitals**

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

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

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

**1. SCOPE OF WORK**

The Contractor shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Solid Waste Facility. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the Contractor shall include the following services:

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.

- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as required and directed.
- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide review of, assessment and approval of submittals and invoices.

Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

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

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

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

their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

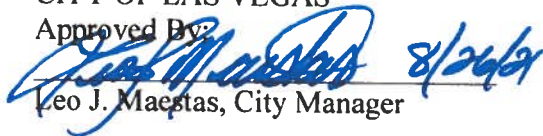
**23. WORKERS COMPENSATION INSURANCE:** Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will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

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

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

CITY OF LAS VEGAS

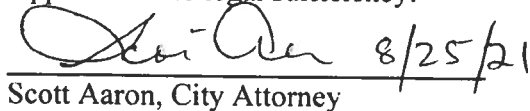
Approved By:

 8/24/21  
Leo J. Macestas, City Manager

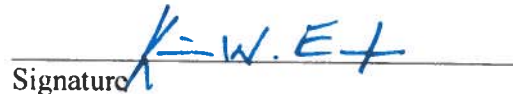
Attest:

 8/25/21  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 8/25/21  
Scott Aaron, City Attorney

CONTRACTOR:

  
Signature

Printed Name: KEVIN W. EADES

Position: PRESIDENT + CEO

**“ATTACHMENT “A”  
MOLZEN CORBIN & ASSOCIATES  
Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2021-24**

**SOLID WASTE FACILITY PLANNING AND CONSTRUCTION PHASE  
ENGINEERING SERVICES**



MOLZEN-CORBIN & ASSOCIATES  
 STANDARD BILLING RATES  
 AS OF JUNE 1, 2021

DEPARTMENT	BILLING CATEGORIES	RATE
<i>Architectural</i>	Senior Principal Architect	\$240
	Principal Architect	\$220
	Senior Architect	\$180
	Project Architect	\$145
	Registered Architect	\$125
	Intern Architect 2	\$100
	Intern Architect 1	\$80
	Senior Architectural Designer	\$120
	Architectural Designer I	\$110
	Planner	\$90
Landscape/Interior Designer	\$90	
<i>Civil Engineering</i>	Senior Principal Engineer	\$240
	Principal Engineer	\$220
	Senior Engineer	\$200
	Project Engineer	\$155
	Professional Engineer	\$145
	Engineering Intern II	\$115
	Engineering Intern I	\$105
	Senior Civil Design Specialist	\$145
	Engineering Design Specialist	\$130
	Senior Engineering Design Tech	\$125
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$85
	<i>Electrical Engineering</i>	Senior Principal Engineer
Principal Engineer		\$220
Senior Engineer		\$200
Project Engineer		\$160
Professional Engineer		\$140
Engineering Intern II		\$120
Engineering Intern I		\$110
Engineering Design Specialist		\$130
Engineering Design Tech		\$110
Associate Engineering Design Tech		\$85
<i>Mechanical</i>	Senior Mechanical Engineer	\$165
<i>Water Resource Engineering</i>	Senior Principal Engineer	\$240
	Principal Engineer	\$220
	Senior Engineer	\$200
	Project Engineer	\$155
	Professional Engineer	\$135
	Engineering Intern II	\$115
	Engineering Intern I	\$105
	Sr. Engineering Design Specialist	\$145
	Engineering Design Specialist	\$130
	Engineering Design Tech	\$110
	Q.A.M. Specialist	\$100
Associate Engineering Design Tech	\$85	
<i>CFR/ASR/SLR</i>	CADD Operator II	\$75
	CADD Operator I	\$65
	Survey Technician	\$90
	Two Person Survey Crew	\$180
	Two Person GPS Survey Crew	\$205
	Licensed Surveyor	\$205
<i>Construction Observation</i>	Senior Observer/Manager	\$100
	Senior Observer	\$95
	Observer	\$85
<i>Administration</i>	Administrative Aide II	\$65
	Administrative Aide I	\$45
	Administrative Support	\$95
	Grant/Technical Administrator	\$95
	Computer Technician	\$105
	Senior Technical Writer / Editor	\$80
<i>Miscellaneous Expenses</i>	Copies	Per Copy \$0.11
	Color Copies	Per 8 1/2 x 11 Copy \$1.00
	Color Copies	Per 11 x 17 Copy \$2.00
	Mailage	Per Mile (per IRS)
	Print/Plot (24x36)	Per Sheet \$3.00
Sub-Consultants	Cost + 11	





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

**Meeting Date:** April 12, 2023

**Date Submitted:** 03/31/23

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3784-21 with Molzen Corbin & Associates for professional engineering services for the Waste Water system. RFP 2021-23 was awarded on 08/18/2021 and Agreement #3784-21 was signed on 08/31/2021. The extended term of this agreement will be for 1 year.

**Fiscal Impact:** Costs budgeted out of designated line item number as needed.

**Attachments:** Addendum #2, Addendum #1, Contract 3784-21.

**Committee Recommendation:** This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3784-21**  
**RFP# 2021-25**  
**AWARDED ON: 8/18/21**  
**MOLZEN CORBIN**

This Addendum entered into this **31<sup>TH</sup> Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **MOLZEN CORBIN**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 8/31/2021 the City and MOLZEN CORBIN entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN agreed to provide:

**PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY**

**WHEREAS**, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from **8/31/2023 thru: 8/30/2024**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3784-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 8/31/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 8/31/2021 Agreement not inconsistent herewith remain in full force and effect.

**CITY OF LAS VEGAS**

**MOLZEN CORBIN**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Leo Maestas                      Date  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
Title                                      Date

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez                      Date  
City Clerk

Agreement / Contract  
No. 3784-21  
City of Las Vegas  
Date

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3784-21**

**RFP# 2021-23**

**AWARDED ON: 08/18/2021**

**MOLZEN CORBIN**

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and

MOLZEN CORBIN, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 08/31/2021 the City and MOLZEN CORBIN entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN agreed to provide:

**PROFESSIONAL ENGINEERING SERVICES FOR WASTE WATER SYSTEM**

**WHEREAS**, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from 08/31/2022 thru: 08/31/2023.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3784-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation for **PROFESSIONAL ENGINEERING SERVICES FOR WASTE WATER SYSTEM**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 08/31/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
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CITY OF LAS VEGAS

**REVIEWED AND APPROVED:**

 7/22/22  
 \_\_\_\_\_ Date  
 Leo Maestas  
 City Manager

MOLZEN CORBIN

DocuSigned by:  
 Kevin W. Eades  
 641D6D2DB39F40D

CEO August 9, 2022 | 11:01 AM  
 \_\_\_\_\_  
 Title Date

ATTEST:

 7/22/22  
 \_\_\_\_\_ Date  
 Casandra Fresquez  
 City Clerk

As to Legal Sufficiency Only:

 7/22/22  
 \_\_\_\_\_ Date  
 City Attorney

Date

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AND MOLZEN CORBIN & ASSOCIATES**

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**1. SCOPE OF SERVICES:**

The duties of the Contractor shall include the following:

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

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
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- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
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C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

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

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

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

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

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

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

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

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

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

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

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

**22. APPROPRIATION:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon

written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

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

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

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

CITY OF LAS VEGAS

Approved By:

  
Leo J. Maestas, City Manager

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 8/25/21  
Scott Aaron, City Attorney

CONTRACTOR:

  
Signature

Printed Name: KEVIN W. EADES

Position: PRESIDENT + CEO

**“ATTACHMENT “A”  
MOLZEN CORBIN & ASSOCIATES  
Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2021-23**

**WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE  
ENGINEERING SERVICES**

MOLZEN CORBIN & ASSOCIATES  
 STANDARD BILLING RATES  
 AS OF JUNE 1, 2011

DEPARTMENT	BILLING CATEGORIES	RATE	
<i>Architectural</i>	Senior Principal Architect	\$240	
	Principal Architect	\$220	
	Senior Architect	\$180	
	Junior Architect	\$145	
	Registered Architect	\$125	
	Intern Architect 2	\$100	
	Intern Architect 1	\$80	
	Senior Architectural Designer	\$120	
	Architectural Designer I	\$110	
	Planner	\$90	
	Junior Architectural Designer	\$90	
<i>Civil Engineering</i>	Senior Principal Engineer	\$240	
	Principal Engineer	\$220	
	Senior Engineer	\$200	
	Project Engineer	\$155	
	Professional Engineer	\$135	
	Engineering Intern II	\$115	
	Engineering Intern I	\$105	
	Senior Civil Design Specialist	\$145	
	Engineering Design Specialist	\$130	
	Senior Engineering Design Tech	\$125	
	Engineering Design Tech	\$110	
Associate Engineering Design Tech	\$85		
<i>Electrical Engineering</i>	Senior Principal Engineer	\$240	
	Principal Engineer	\$220	
	Senior Engineer	\$200	
	Project Engineer	\$160	
	Professional Engineer	\$140	
	Engineering Intern II	\$120	
	Engineering Intern I	\$110	
	Engineering Design Specialist	\$130	
	Engineering Design Tech	\$110	
	Associate Engineering Design Tech	\$85	
	<i>Mechanical</i>	Senior Mechanical Engineer	\$165
<i>Water Resources Engineering</i>	Senior Principal Engineer	\$240	
	Principal Engineer	\$220	
	Senior Engineer	\$200	
	Project Engineer	\$155	
	Professional Engineer	\$135	
	Engineering Intern II	\$115	
	Engineering Intern I	\$105	
	Senior Engineering Design Specialist	\$145	
	Engineering Design Specialist	\$130	
	Engineering Design Tech	\$110	
	O & M Specialist	\$100	
Associate Engineering Design Tech	\$85		
<i>CADD/Office</i>	CADD Operator II	\$75	
	CADD Operator I	\$65	
	Survey Technician	\$90	
	Two Person Survey Crew	\$180	
	Two Person GPS Survey Crew	\$205	
	Licensed Surveyor	\$205	
<i>Construction Observations</i>	Senior Observer/Manager	\$100	
	Senior Observer	\$95	
	Observer	\$85	
<i>Administration</i>	Administrative Aide II	\$65	
	Administrative Aide I	\$45	
	Administrative Support	\$95	
	Grant/Technical Administrator	\$95	
	Computer Technician	\$105	
	Senior Technical Writer / Editor	\$80	
<i>Miscellaneous Expenses</i>	Per Copy	\$0.11	
	Color Copies	Per 8 1/2 x 11 Copy	\$1.00
	Color Copies	Per 11 x 17 Copy	\$2.00
	Mailage	Per Aisle (per IRS)	
	Prints/Plot (24x36)	Per Sheet	\$3.00
	Sub-Costs/Items	Cost x 1.1	



MOLZ&AS-01

MDEAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2021

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

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

<b>PRODUCER</b> Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	<b>CONTACT NAME:</b> Eloise Hughes <b>PHONE (A/C No, Ext):</b> (505) 822-8114 <b>FAX (A/C, No):</b> (505) 822-0341 <b>E-MAIL ADDRESS:</b> ehughes@cressinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Donegal Insurance Company</td> <td>13692</td> </tr> <tr> <td>INSURER B : NM Premier Insurance Co</td> <td>13675</td> </tr> <tr> <td>INSURER C : AXA Insurance Company</td> <td>33022</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Donegal Insurance Company	13692	INSURER B : NM Premier Insurance Co	13675	INSURER C : AXA Insurance Company	33022	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b>  Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque, NM 87106														

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

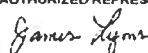
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:	X		BSD9257861	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA9257861	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CXL9257861	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER FOLLOWS (Mandatory in NH) Y/N <input type="checkbox"/> N/A If Yes, describe under DESCRIPTION OF OPERATIONS below			64411.113	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			DPR9970912	12/31/2020	12/31/2021	Each Claim \$ 2,000,000
C	Professional Liab			DPR9970912	12/31/2020	12/31/2021	Aggregate \$ 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is additional insured with respect to General Liability as required by written contract. RE: Professional Engineering Services Waste Water System.

### CERTIFICATE HOLDER

### CANCELLATION

City of Las Vegas 1700 North Grand Ave Las Vegas, NM 87701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY OF LAS VEGAS REGULAR  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/23/23

**Department:** City Clerk

**Item/Topic:** Conduct a Public Hearing and Approval of a Restaurant A – Beer and Wine Liquor License with on premises consumption only application for Stella’s Café, LLC. The applicant, Stella’s Café, LLC is requesting approval of a Restaurant A – Beer and Wine Liquor License with on premises consumption only. The Director of Alcohol Beverage Control Division (ABC) has reviewed the referenced application and granted preliminary approval. The application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

**Fiscal Impact:** N/A

**Attachments:** Application, Preliminary approval from ABC, correspondence letters regarding zoning certification and extension of public hearing.

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

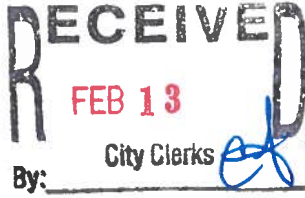
Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_





**NMRLD**  
 NEW MEXICO  
 REGULATION &  
 LICENSING DEPARTMENT



STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
 Linda M. Trujillo, Superintendent  
 Andrew Vallejos, Director

February 9, 2023

**Certified Mail No.: 7022 1670 0002 1180 6188**

**City of Las Vegas**  
 Cassandra Fresquez, Clerk  
 1700 N. Grand Avenue  
 Las Vegas, NM 87701

**Lic. No. /Appl. No.:**

Name of Applicant: Stella’s Café, LLC  
 Doing Business As: Stella’s Café, LLC  
 Proposed Location: 148 Bridge Street, Las Vegas, New Mexico 87701

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

**Notice of the Public Hearing** required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

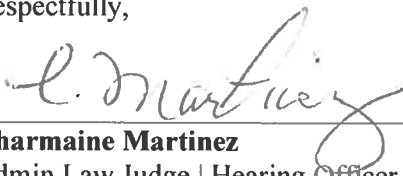
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

**THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY**

**Within thirty (30) days** after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



---

**Charmaine Martinez**  
Admin Law Judge | Hearing Officer  
NM Regulation & Licensing Department  
Alcoholic Beverage Control Division  
Phone: (505) 476-4804 Fax: (505) 476-4595  
Email: [Charmaine.Martinez2@rld.nm.gov](mailto:Charmaine.Martinez2@rld.nm.gov)

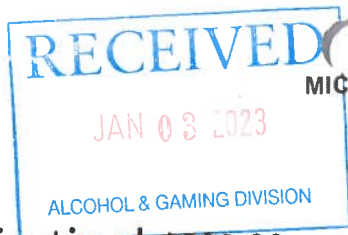
**Enclosures:**

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan





**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT



STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Andrew Vallejos, Director

**Restaurant Liquor License Application | \$200.00** Application Fee, non-refundable

ABC USE ONLY: Application Fee \$200.00 Received on: 1.3.23 Receipt No. \_\_\_\_\_  
License Fee \$ \_\_\_\_\_ Received on: \_\_\_\_\_ Receipt No. \_\_\_\_\_

Application Number: \_\_\_\_\_ Local Option District: \_\_\_\_\_

**TYPE of APPLICATION:** *Check appropriate box*

- Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: \$1,050.00
- Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: \$10,000.00

**Applicant is:**  Individual  Limited Liability Company  Corporation  Partnership (General/Limited)

Applicant /Company Name: ~~Frank Beurskens~~ / Stella's Cafe, LLC

D/B/A Name: Stella's Cafe, LLC

Email: (required) frankbeurskens@gmail.com Business Phone No: 505-930-7210

Mailing Address: 1100 Diamond Street Las Vegas, NM 87701

Physical location, if different: 148 Bridge Street, Las Vegas, NM 87701

County: San Miguel (Include Street number / Hwy number / State Road, City, State, and Zip Code)

Are alcoholic beverages currently being dispensed at the proposed location?  Yes  No If Yes, License #/Type: \_\_\_\_\_

As defined in §60-3A-3. V. "Restaurant", means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods:

I qualify as a "Restaurant"?  Yes  No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises?  Yes  No

Is Food Service Permit current?  Yes, attached  No

I have attached photos of the Dining Room and Kitchen and included a copy of the Menu.  Yes  No

Days and Hours of Operation? Monday, Thursday, 9am - 4pm. Friday, Saturday, Sunday 9am - 7:30pm

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier?  Yes  No

Contact Person: Frank Beurskens Phone #: 716-864-1658 Email: frankbeurskens@gmail.com





You must sign before a Notary Public.

I, (print name) FRANK BEURSKENS, as (Title) PRESIDENT  
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: Frank Beurkens Date: 12/18/2022

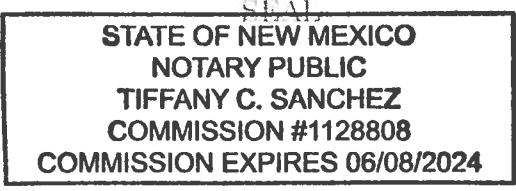
Notary Public Use Only: (State of New Mexico, County of San Miguel)

SUBSCRIBED AND SWORN TO before me this 28th day of December, 2022

By Affiant: Frank Beurkens

Notary Public: [Signature]

My Commission Expires on: 06/08/2024



Local Option District Use Only:

Local Governing Body of \_\_\_\_\_ City, County, Town, Village

Public Hearing held on \_\_\_\_\_ 20\_\_\_\_ Decision:  Approved  Disapproved

Signature of Official: \_\_\_\_\_ Title: \_\_\_\_\_

ABC USE ONLY:

APPROVED  DISAPPROVED, \_\_\_\_\_

Done this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED BY DIRECTOR: \_\_\_\_\_

ASSIGNED LICENSE NO. \_\_\_\_\_ EXPIRES ON: \_\_\_\_\_

Reviewed, with copy sent to Licensee via  Email,  Fax,  1<sup>st</sup> class mail

By: \_\_\_\_\_ Date: \_\_\_\_\_

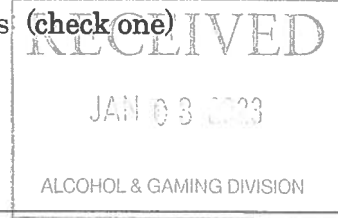
Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is (check one)

Owned by Applicant, copy of deed/document attached

Leased by Applicant, copy of lease/document attached

Other (provide details): \_\_\_\_\_



2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Bridge Vegas, LLC

B. Date and Term of Lease: 5 yr. term

3. Premises location is Zoned (example C-1, see Zoning Statement): Commercial

• Zoning Statement attached,  Yes  No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

• 4. Distance\* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Our Lady of Sorrows Church Miles/feet: 648.72 feet

Address/location of Church: 403 Valencia Street, Las Vegas, NM 87701

• 5. Distance\* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: West Las Vegas High School Miles/feet: 1302.16 feet

Address/location of School: 157 Moreno Street, Las Vegas, NM 87701

6. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation:  Hotel  Lounge  Package Grocery  Racetrack

Restaurant  Craft Distiller  Small Brewer  Winery  Wholesaler

Other (specify): \_\_\_\_\_

\*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.





## City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

Mayor Louie A. Trujillo

November 18, 2022

Frank Beurskens  
Stella's Café  
148 Bridge Street  
Las Vegas, NM 87701

### RE: STATEMENT OF ZONING CERTIFICATION

This statement certifies that the premises located at 148 Bridge Street, Las Vegas, New Mexico 87701 are located within a C-2 (Central Business District) with a Cultural Historical Overlay.

As per the City's Zoning Code, §450-125. C-2 Central Business District, this zone is intended to permit the development of unlimited commercial uses and services and to serve as a central trading area for the City. The facilities provided for here are those that should not be dispersed into smaller and more intimate shopping areas. This zone allows for eating and drinking places, including bars, restaurants, and cocktail lounges.

Chapter §450-125. C-2 Central Business District. B. Permitted uses in the C-2 District include any use permitted in the C-1 District, which does allow for the retail sales of food and drink for consumption on premises, but no drive-in restaurants.

The proposed use as a restaurant/bar for on premise consumption of alcoholic beverages is a permitted use.

Sincerely,

Maria D. Perea  
Planning & Zoning Coordinator

David Ulibarri  
Councilor Ward 1

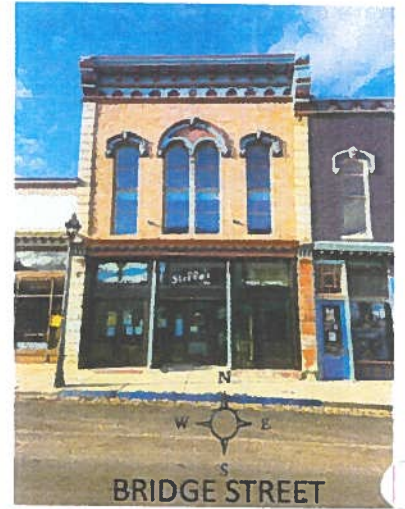
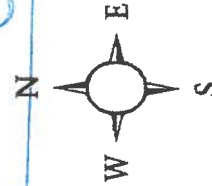
Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

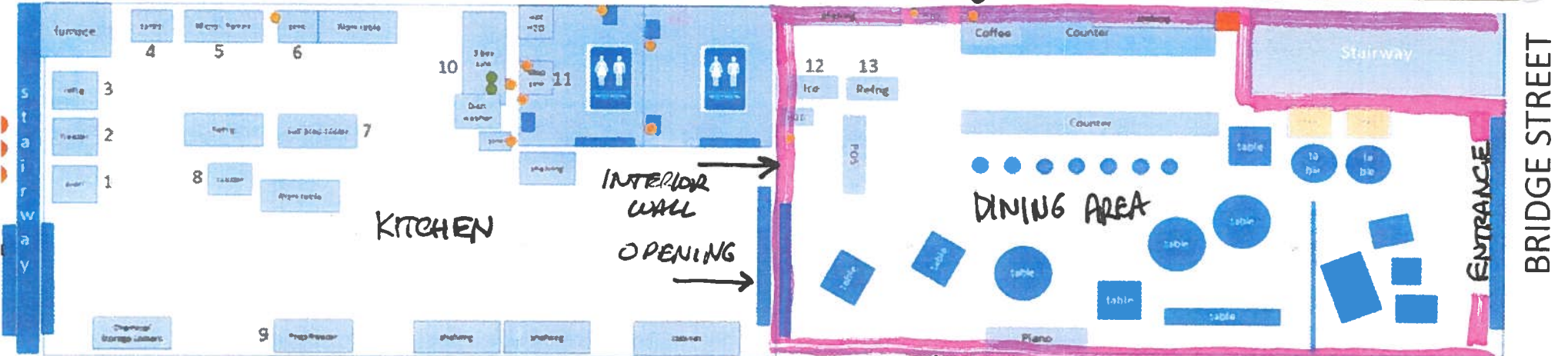
David G. Romero  
Councilor Ward 4

Stella's Café, LLC  
 148 Bridge Street  
 Las Vegas, NM 87701

Square foot : 2,500



exterior wall



exterior wall

— Restaurant & PROPOSED WINE/BEER AREA



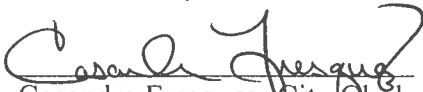
# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

**Mayor Louie A. Trujillo**

## MEMORANDUM

TO: Leo Maestas, Interim Community Development Director

FROM:   
Casandra Fresquez, City Clerk

DATE: February 14, 2023

RE: Application for a Restaurant A, Beer and Wine Only Liquor License

Enclosed is a copy of the application for a Restaurant A, Beer and Wine only Liquor License submitted by Stella's Café, LLC, 148 Bridge Street, Las Vegas, NM 87701

This information is being submitted to your office for review and to verify that the requirements to the nearest church, school and military installations are as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief Antonio Salazar of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on April 12, 2023 at 5:30 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:

xc: Maria Perea, Planning & Zoning Coordinator  
Antonio Salazar, Chief of Police

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4





## City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

Mayor Louie A. Trujillo

February 13, 2023

Charmaine Martinez, Admin Law Judge/Hearing Officer  
NM Regulation & Licensing Department  
Alcohol Beverage Control Division  
P.O. Box 25101  
Santa Fe, NM 87504

Ms. Martinez:

The City Clerk's Office received the application regarding a Restaurant A, Beer and Wine only License for Stella's Café on February 13, 2023. At this time our Local Governing Body is unable to meet the publication of 30 day notice requirement by our regular scheduled Council Meeting on March 15, 2023. If we want to meet the 30 day requirement, our next scheduled council meeting is on April 12, 2023 which then will not meet the 45 day hearing requirement.

I am requesting an Extension to hold our public hearing on April 12, 2023 as per your letter allowing the option to request an extension of time, past the Forty-five (45) days, designating how much additional time (13 days) will be needed to conduct the hearing in compliance with all statutory and regulatory procedures.

Respectfully,

Casandra Fresquez, City Clerk  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701  
(505) 454-1401, ext. 1402

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

---

**RE: [EXTERNAL] Request for Extension of liquor license Application**

1 message

---

**Lopez, Debra, RLD** <Debra.Lopez@rld.nm.gov>

Mon, Feb 13, 2023 at 2:40 PM

To: "Koroneos-Martinez, Charmaine, RLD" <Charmaine.Martinez2@rld.nm.gov>, "cfresquez@lasvegasnm.gov" <cfresquez@lasvegasnm.gov>

Good afternoon,

Your request for extension of time to conduct a public hearing, as outlined in your letter dated February 13, 2023, is hereby granted. Thank you for all that you do.



**Debra Lopez | Deputy Director**

New Mexico Regulation and Licensing Department

2550 Cerrillos Road | Santa Fe, NM 87505

PO Box 25101, Santa Fe, NM 87504-5101

**Debra.lopez@rld.nm.gov | [www.rld.state.nm.us/abc](http://www.rld.state.nm.us/abc)**

(505) 476-4551

SERVICE | DEDICATION | INTEGRITY

---

**From:** Koroneos-Martinez, Charmaine, RLD <Charmaine.Martinez2@rld.nm.gov>

**Sent:** Monday, February 13, 2023 2:36 PM

**To:** Lopez, Debra, RLD <Debra.Lopez@rld.nm.gov>

**Subject:** FW: [EXTERNAL] Request for Extension of liquor license Application

Please see the attached request. Thank you.



Please see updated email address below.

**Charmaine Martinez | Hearing Officer**

Alcoholic Beverage Control Division

2550 Cerrillos Road | Santa Fe, NM 87505

P.O. Box 25101 | Santa Fe, NM 87504-5101

**charmaine.martinez2@rld.nm.gov | <https://www.rld.nm.gov/abc/>**

(505) 476-4804

SERVICE | DEDICATION | INTEGRITY

---

**From:** Casandra Fresquez <cfresquez@lasvegasnm.gov>  
**Sent:** Monday, February 13, 2023 2:05 PM  
**To:** Koroneos-Martinez, Charmaine, RLD <Charmaine.Martinez2@rld.nm.gov>  
**Subject:** [EXTERNAL] Request for Extension of liquor license Application

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good afternoon Charmaine,

Please see attached letter requesting an extension for public hearing regarding a Restaurant Liquor License Application for Stella's Cafe, LLC. Please call me if you have any questions or concerns.

Thank you,

***Casandra Fresquez, CMC***

***City Clerk***

City of Las Vegas

1700 North Grand Avenue

Las Vegas, NM 87701

**505-454-1401 Ext. 1402**

*cfresquez@lasvegasnm.gov*

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

This communication is the property of The City of Las Vegas and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.



## City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

Mayor Louie A. Trujillo

February 14, 2023

Stella's Cafe, LLC  
Attn: Mr. Frank Beurskens  
Email: [frankbeurskens@gmail.com](mailto:frankbeurskens@gmail.com)  
1100 Diamond Street  
Las Vegas, NM 87701

Mr. Beurskens:

The City Clerk's Office received your application to Alcohol Beverage Control Division regarding a Restaurant A, Beer and Wine only Liquor License on February 13, 2023. In order to meet 30 day publication deadline, the City of Las Vegas will hold a public hearing on April 12, 2023, at our regular council meeting held at 5:30 p.m. in the Council Chambers, located at 1700 North Grand Avenue, Las Vegas, NM 87701.

At this time the Governing Body will review the liquor license application as well as hear any and all protests and determine whether to approve the application for a Restaurant A, Beer and Wine only Liquor License. Please call me should you have any questions. I have attached the Notice of Public Hearing for your records.

Respectfully,

Casandra Fresquez, City Clerk  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701  
(505) 454-1401, ext. 1402

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Wednesday, April 12, 2023 at 5:30 p.m. in the City Chambers, 1700 N. Grand Avenue. The City Council will hear any and all protests and determine whether to approve an application for a Restaurant A, Beer and Wine only Liquor License submitted by Stella's Cafe, LLC, DBA Stella's Café, LLC, 148 Bridge Street, Las Vegas, New Mexico 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 1700 N. Grand Avenue, prior to the hearing.

---

Casandra Fresquez, City Clerk

Publish: Las Vegas Optic - Friday, March 3, 2023 and Friday, March 10, 2023  
Website: [lasvegasnm.gov](http://lasvegasnm.gov)




## City of Las Vegas

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

Mayor Louie A. Trujillo

### MEMORANDUM

**TO:** Casandra Fresquez, City Clerk  
**FROM:**   
Maria D. Perea, P&Z Coordinator

**DATE:** February 15, 2023

**SUBJECT:** Application for a Restaurant A – Beer and Wine Only Liquor License

Please be advised that I have reviewed the request submitted by Stella's Café, LLC, 148 Bridge Street, Las Vegas, New Mexico for a Beer and Wine Only Liquor License. The findings are as follows:

- The property known as 148 Bridge Street is zoned as a C-2 (Central Business District) with a CH Overlay and as per §450-125. Central Business District. B. (3) Eating and drinking places, including bars, drive-in restaurants and cocktail lounges are permitted uses. Chapter §450-125. C-2 Central Business District. B. Permitted uses in the C-2 District include any use permitted in the C-1 District. §450-124, C-1 (Neighborhood Commercial Zone), (5) (h) does allow for the retail sales of food and drink for consumption on premises, but no drive-in restaurants.
- The Our Lady of Sorrows Church located at 403 Valencia Street, is the nearest church to the proposed location and is approximately one thousand two hundred and eighty-six (1,286') feet from 148 Bridge Street.
- West Las Vegas High School located at 157 Moreno Street, is the nearest school to the proposed location and is approximately six hundred and five (605') feet from 148 Bridge Street.
- The nearest military installation is Kirtland Air force Base, Albuquerque, NM and is approximately one hundred twenty-nine (129) miles from 148 Bridge Street.

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

I have attached a portion of the Zoning Map with the approximate location of 148 Bridge Street highlighted and an aerial map of the area showing the locations noted above.

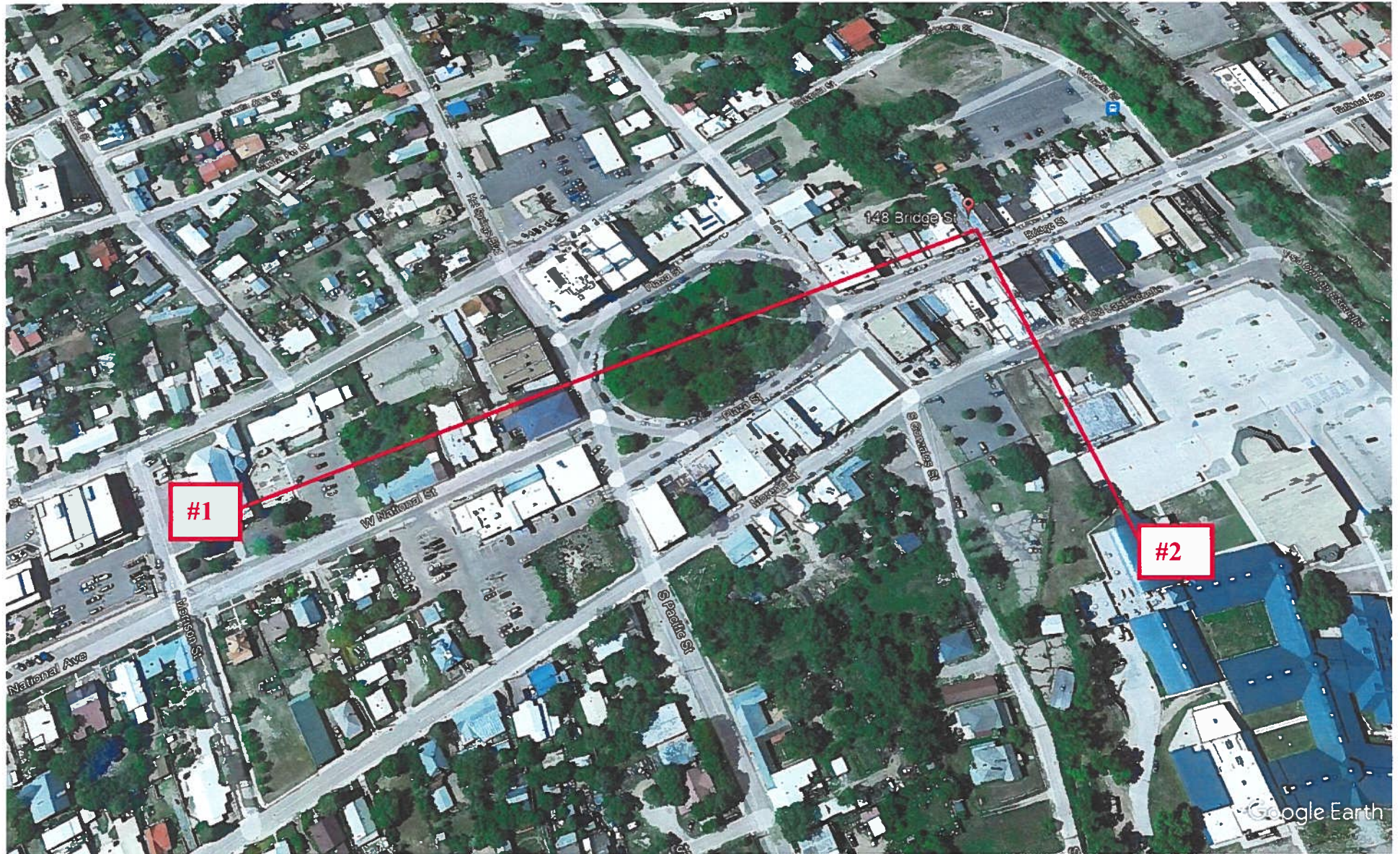
If you have any questions, please contact me at Ext. 3279.

Attachments: 2

XC: Leo Maestas, Interim Community Development Director  
Antonio Salazar, Chief of Police



1. Our Lady of Sorrows Church, 403 Valencia Street, Las Vegas, NM 87701 - - **App. 1,286' from 148 Bridge Street**
2. West Las Vegas High School, 157 Moreno Street, Las Vegas, NM 87701 - - **App. 605' from 148 Bridge Street**
3. Kirtland Air Force Base, Albuquerque, NM - - **App. 129 Miles from 148 Bridge Street**







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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/23

**Department:** Executive

**Item/Topic:** *(New Information)* Consideration of the City of Las Vegas and Las Vegas Police Officer's Association (LVPOA) Memorandum of Understanding (MOU) regarding Section 16 (Compensation) and Section 44 (Terms of Agreement) of LVPOA Agreement #3848-22.

*As per Section 42 (Contract Includes Entire Agreement) of LVPOA Agreement #3848-22, the City and the Association may upon mutual agreement and negotiation agree to a Memorandum of Understanding (MOU), which may change provisions of this contract.*

**Fiscal Impact:** The annual fiscal impact with current staff and vacancies to include fringe benefits is approximately \$246,000.00.

**Attachments:** Memorandum of Understanding (MOU) regarding Sections 16 (Compensation) and 44 (Terms of Agreement) and Revised LVPOA Pay Plan (Appendix A and Appendix B).

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

Approved For Submittal By:

Reviewed By:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

*[Signature]*  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LAS VEGAS  
AND  
THE LAS VEGAS POLICE OFFICER'S ASSOCIATION**

The parties to this Memorandum of Understanding (MOU), the City of Las Vegas (City) and the Las Vegas Police Officer's Association (Association) hereby agree to the following revisions to the collective bargaining agreement between the parties. The City wishes to provide pay increases to bargaining unit employees as set forth herein. In exchange, the Association agrees execution of this MOU concludes and resolves negotiations for Fiscal Year 2023. Pursuant to this MOU and the agreements herein, the language of the collective bargaining agreement in Sections 16 and 44 and Appendices A and B will be amended as follows and as attached hereto effective the first full pay period following signature by all parties to this Memorandum of Understanding:

**Section 16    COMPENSATION**

- A. Effective the first full pay period after full execution of this agreement and approval by the Las Vegas City Council, all bargaining unit employees will receive an increase based on the employee's current step of the Pay Plan in accordance with the rates set forth in Appendices A and B.
  
- B. Bargaining unit employees shall move one step on the pay plan set forth in Appendices A and B on their anniversary date of hire for the remainder of Fiscal Year 2023. For Fiscal Year 2024, bargaining unit employees will advance one step on the pay plan set forth in Appendices A and B on their anniversary date of hire.
  
- C. Incentive Pay
  - i) All bargaining unit employees who are able to fluently speak, understand and translate the Spanish language will receive incentive pay in the amount of one hundred dollars (\$100.00) per month. In order to qualify for this incentive pay, said employee must obtain and maintain a current certification for fluency in the Spanish language.
  - ii) All bargaining unit employee who obtain and maintain a current certification for ERT (up to 12 bargaining unit employees) or Investigation (up to 8 bargaining unit employees) as an instructor, and perform such training for the Las Vegas Police Department, shall receive one hundred dollars (\$100.00) per month. This incentive pay shall be on the first to certify, first to receive incentive pay basis.

**Section 44 TERMS OF AGREEMENT**

This agreement is effective upon full execution of this agreement, and approval by the Las Vegas City Council, and shall remain in full force and effect through June 30, 2024. Negotiations for a successor agreement will occur upon written request by either party to the other party no earlier than December 15, 2023, and no later than January 15, 2024.

LAS VEGAS POLICE OFFICER'S  
ASSOCIATION:

CITY OF LAS VEGAS:

\_\_\_\_\_  
ELIA FASANELLA  
PRESIDENT

\_\_\_\_\_  
LOUIE A. TRUJILLO  
MAYOR

\_\_\_\_\_  
LEO MAESTAS  
CITY MANAGER

APPROVED AS TO LEGAL SUFFICIENCY  
ONLY:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST: \_\_\_\_\_  
CASANDRA FRESQUEZ  
CITY CLERK

<b>LVPOA PAY PLAN</b>															
<b>POLICE OFFICER</b>															
<b>Appendix A - 1214</b>															
		<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>
		\$21.20	\$21.84	\$22.49	\$23.17	\$23.86	\$24.58	\$25.31	\$26.07	\$26.86	\$27.66	\$28.49	\$29.35	\$30.23	\$31.13
	<b>Step 16</b>	<b>Step 17</b>	<b>Step 18</b>	<b>Step 19</b>	<b>Step 20</b>	<b>Step 21</b>	<b>Step 22</b>	<b>Step 23</b>	<b>Step 24</b>	<b>Step 25</b>					
	\$32.07	\$33.03	\$34.02	\$35.04	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62	\$46.03					







LVPOA PAY PLAN															
DISPATCHERS /															
COMMUNICATIONS SPECIALIST															
Appendix B - 1224															
	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
	\$15.90	\$16.38	\$16.87	\$17.37	\$17.90	\$18.43	\$18.99	\$19.55	\$20.14	\$20.75	\$21.37	\$22.01	\$22.67	\$23.35	
Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	
\$24.05	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58	\$30.47	\$31.38	\$32.32	\$33.29	\$34.29	\$35.32	\$36.38	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LAS VEGAS  
AND  
THE LAS VEGAS POLICE OFFICER’S ASSOCIATION**

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  - i) All bargaining unit employees who are able to fluently speak, understand and translate the Spanish language will receive incentive pay in the amount of one hundred dollars (\$100.00) per month. In order to qualify for this incentive pay, said employee must obtain and maintain a current certification for fluency in the Spanish language.
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LAS VEGAS POLICE OFFICER'S  
ASSOCIATION:

CITY OF LAS VEGAS:

\_\_\_\_\_  
ELIA FASANELLA  
PRESIDENT

\_\_\_\_\_  
LOUIE A. TRUJILLO  
MAYOR

\_\_\_\_\_  
LEO MAESTAS  
CITY MANAGER

APPROVED AS TO LEGAL SUFFICIENCY  
ONLY:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST: \_\_\_\_\_  
CASANDRA FRESQUEZ  
CITY CLERK

Employee #	Employee Name	Hire Date	Primary Position	Immediate Impact with \$2 (Includes Salary + Fringe)			Salary + Fringe Benefits						(4th Step - Current)
				Non- Probationary	Probationary	%	Current	\$ 2.00	1st Step	2nd Step	3rd Step	4th Step	
0108	ADKINS, DEVIN	11/16/2021	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0123	ARAGON, NICHOLAS	05/29/2018	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0193	ARMIJO, ANNMARIE	12/06/2021	COMMUNICATIONS SPECIALIST	4,983.00		12.45%	45,305.00	50,288.00	51,633.00	53,028.00	54,474.00	55,943.00	10,638.00
0248	BACA, GLORIANNA	07/09/2019	COMMUNICATIONS SPECIALIST	4,982.00		13.20%	37,948.00	42,930.00	44,201.00	45,523.00	46,892.00	48,287.00	10,339.00
0315	BACA, SANTANA	11/28/2022	POLICE OFFICER		5,789.00	11.11%	52,309.00	58,098.00	61,573.00	63,425.00	65,306.00	67,275.00	14,966.00
0324	BARELA, DAVID	04/20/2015	POLICE LIEUTENANT	5,789.00		6.80%	90,463.00	96,252.00	98,973.00	101,782.00	104,676.00	107,658.00	17,195.00
0865	ELLIS, JORDAN	04/12/2021	POLICE OFFICER	5,790.00		10.20%	62,823.00	68,613.00	70,494.00	72,434.00	74,403.00	76,458.00	13,635.00
1038	FASANELLA, ELIA	11/12/2019	POLICE INVESTIGATOR	5,790.00		9.90%	63,743.00	69,533.00	71,473.00	73,442.00	75,496.00	77,609.00	13,866.00
1320	GARCIA, CHRISTIAN	06/01/2021	POLICE OFFICER	5,641.00		10.50%	58,908.00	64,549.00	66,325.00	68,160.00	70,049.00	71,995.00	13,087.00
1319	GARCIA, ERICA	03/02/2020	POLICE OFFICER	5,963.00		10.50%	68,242.00	74,205.00	76,083.00	78,022.00	80,019.00	82,077.00	13,835.00
2070	KING, GERALD	11/12/2019	POLICE OFFICER	5,790.00		9.90%	67,906.00	73,696.00	75,636.00	77,605.00	79,660.00	81,772.00	13,866.00
2093	LAUTALO, DAVID	01/12/2015	POLICE LIEUTENANT	5,790.00		6.80%	85,369.00	91,159.00	93,880.00	96,687.00	99,582.00	102,565.00	17,196.00
2167	LOPEZ, MICHAEL	07/02/2005	POLICE LIEUTENANT	5,789.35		5.69%	116,873.65	122,663.00	125,875.00	129,205.00	132,622.00	136,153.00	19,279.35
2219	LOZANO, GERARDO	04/20/2015	POLICE INVESTIGATOR	5,789.00		8.80%	75,231.00	81,020.00	83,163.00	85,392.00	87,650.00	89,994.00	14,763.00
2641	MAES, PATRICK	11/12/2019	POLICE OFFICER	5,790.00		9.90%	63,513.00	69,303.00	71,243.00	73,212.00	75,266.00	77,379.00	13,866.00
2681	MAESTAS, KENNETH	11/14/2022	POLICE OFFICER		5,789.00	10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
2910	MARQUEZ, NATHAN	12/07/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
3447	ORTEGA, MICHAEL	10/24/2011	POLICE SERGEANT	5,789.00		7.23%	85,081.00	90,870.00	93,445.00	96,110.00	98,831.00	101,640.00	16,559.00
3508	ORTIZ, SHANNON	10/29/2018	COMMUNICATIONS SPECIALIST	4,984.00		12.82%	39,068.00	44,052.00	45,372.00	46,718.00	48,113.00	49,557.00	10,489.00
3589	PADILLA, JUSTIN	10/12/2021	POLICE OFFICER	5,789.00		10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
3867	ROMERO, DIEGO	09/05/2017	POLICE OFFICER	5,789.00		9.33%	71,468.00	77,257.00	79,282.00	81,396.00	83,539.00	85,768.00	14,300.00
4169	RUSSELL, ANTOINETTE	05/10/2021	COMMUNICATIONS SPECIALIST	4,981.00		14.01%	41,634.00	46,615.00	47,838.00	49,082.00	50,379.00	51,700.00	10,066.00
4276	SALAZAR, DESEREE	08/03/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
4281	SALAZAR, ESTEVAN	12/07/2020	POLICE OFFICER	5,789.00		9.61%	65,509.00	71,298.00	73,268.00	75,322.00	77,436.00	79,579.00	14,070.00
4408	SALAZAR, NICHOLAS	08/30/2022	POLICE OFFICER		5,790.00	11.11%	57,374.00	63,164.00	66,639.00	68,490.00	70,372.00	72,341.00	14,967.00
4704	TAFOYA, RYAN	09/05/2017	POLICE INVESTIGATOR	5,790.00		9.33%	67,304.00	73,094.00	75,119.00	77,232.00	79,376.00	81,605.00	14,301.00
				129,959.35	17,368.00	9.86%							366,853.35

**Current Staff** 147,327.35  
**Vacancies** 98,430.00  
**Total** 245,757.35

(2) Police Lieutenants	2	\$ 5,790.00	\$ 11,580.00
(2) Sergeants	2	\$ 5,790.00	\$ 11,580.00
(8) Police Officer	8	\$ 5,790.00	\$ 46,320.00
(1) Communications Manager	1	\$ 5,790.00	\$ 5,790.00
(3) Communications Specialist F/T	3	\$ 5,790.00	\$ 17,370.00
(2) Communications Specialist P/T	2	\$ 2,895.00	\$ 5,790.00
			<u>\$ 98,430.00</u>

**Immediate Impact with S2  
(Includes Salary + Fringe)**

**Salary + Fringe Benefits**

Employee #	Employee Name	Hire Date	Primary Position	Non-Probationary	Probationary	%	Current	\$ 2.00	1st Step	2nd Step	3rd Step	4th Step	(4th Step - Current)
0108	ADKINS, DEVIN	11/16/2021	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0123	ARAGON, NICHOLAS	05/29/2018	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0193	ARMJO, ANNMARIE	12/06/2021	COMMUNICATIONS SPECIALIST	4,983.00		12.45%	45,305.00	50,288.00	51,633.00	53,028.00	54,474.00	55,943.00	10,638.00
0248	BACA, GLORIANNA	07/09/2019	COMMUNICATIONS SPECIALIST	4,982.00		13.20%	37,948.00	42,930.00	44,201.00	45,523.00	46,892.00	48,287.00	10,339.00
0315	BACA, SANTANA	11/28/2022	POLICE OFFICER		5,789.00	11.11%	52,309.00	58,098.00	61,573.00	63,425.00	65,306.00	67,275.00	14,966.00
0324	BARELA, DAVID	04/20/2015	POLICE LIEUTENANT	5,789.00		6.80%	90,463.00	96,252.00	98,973.00	101,782.00	104,676.00	107,658.00	17,195.00
0865	ELLIS, JORDAN	04/12/2021	POLICE OFFICER	5,790.00		10.20%	62,823.00	68,613.00	70,494.00	72,434.00	74,403.00	76,458.00	13,635.00
1038	FASANELLA, ELIA	11/12/2019	POLICE INVESTIGATOR	5,790.00		9.90%	63,743.00	69,533.00	71,473.00	73,442.00	75,496.00	77,609.00	13,866.00
1320	GARCIA, CHRISTIAN	06/01/2021	POLICE OFFICER	5,641.00		10.50%	58,908.00	64,549.00	66,325.00	68,160.00	70,049.00	71,995.00	13,087.00
1319	GARCIA, ERICA	03/02/2020	POLICE OFFICER	5,963.00		10.50%	68,242.00	74,205.00	76,083.00	78,022.00	80,019.00	82,077.00	13,835.00
2070	KING, GERALD	11/12/2019	POLICE OFFICER	5,790.00		9.90%	67,906.00	73,696.00	75,636.00	77,605.00	79,660.00	81,772.00	13,866.00
2093	LAUTALO, DAVID	01/12/2015	POLICE LIEUTENANT	5,790.00		6.80%	85,369.00	91,159.00	93,880.00	96,687.00	99,582.00	102,565.00	17,196.00
2167	LOPEZ, MICHAEL	07/02/2005	POLICE LIEUTENANT	5,789.35		5.69%	116,873.65	122,663.00	125,875.00	129,205.00	132,622.00	136,153.00	19,279.35
2219	LOZANO, GERARDO	04/20/2015	POLICE INVESTIGATOR	5,789.00		8.80%	75,231.00	81,020.00	83,163.00	85,392.00	87,650.00	89,994.00	14,763.00
2641	MAES, PATRICK	11/12/2019	POLICE OFFICER	5,790.00		9.90%	63,513.00	69,303.00	71,243.00	73,212.00	75,266.00	77,379.00	13,866.00
2681	MAESTAS, KENNETH	11/14/2022	POLICE OFFICER		5,789.00	10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
2910	MARQUEZ, NATHAN	12/07/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
3447	ORTEGA, MICHAEL	10/24/2011	POLICE SERGEANT	5,789.00		7.23%	85,081.00	90,870.00	93,445.00	96,110.00	98,831.00	101,640.00	16,559.00
3508	ORTIZ, SHANNON	10/29/2018	COMMUNICATIONS SPECIALIST	4,984.00		12.82%	39,068.00	44,052.00	45,372.00	46,718.00	48,113.00	49,557.00	10,489.00
3589	PADILLA, JUSTIN	10/12/2021	POLICE OFFICER	5,789.00		10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
3867	ROMERO, DIEGO	09/05/2017	POLICE OFFICER	5,789.00		9.33%	71,468.00	77,257.00	79,282.00	81,396.00	83,539.00	85,768.00	14,300.00
4169	RUSSELL, ANTOINETTE	05/10/2021	COMMUNICATIONS SPECIALIST	4,981.00		14.01%	41,634.00	46,615.00	47,838.00	49,082.00	50,379.00	51,700.00	10,066.00
4276	SALAZAR, DESEREE	08/03/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
4281	SALAZAR, ESTEVAN	12/07/2020	POLICE OFFICER	5,789.00		9.61%	65,509.00	71,298.00	73,268.00	75,322.00	77,436.00	79,579.00	14,070.00
4408	SALAZAR, NICHOLAS	08/30/2022	POLICE OFFICER		5,790.00	11.11%	57,374.00	63,164.00	66,639.00	68,490.00	70,372.00	72,341.00	14,967.00
4704	TAFOYA, RYAN	09/05/2017	POLICE INVESTIGATOR	5,790.00		9.33%	67,304.00	73,094.00	75,119.00	77,232.00	79,376.00	81,605.00	14,301.00
				129,959.35	17,368.00	9.86%							366,853.35

**Current Staff 147,327.35**  
**Vacancies 98,430.00**  
**Total 245,757.35**

(2) Police Lieutenants	2	\$ 5,790.00	\$ 11,580.00
(2) Sergeants	2	\$ 5,790.00	\$ 11,580.00
(8) Police Officer	8	\$ 5,790.00	\$ 46,320.00
(1) Communications Manager	1	\$ 5,790.00	\$ 5,790.00
(3) Communications Specialist F/T	3	\$ 5,790.00	\$ 17,370.00
(2) Communications Specialist P/T	2	\$ 2,895.00	\$ 5,790.00
			<b>\$ 98,430.00</b>

Employee #	Employee Name	Hire Date	Primary Position	Immediate Impact with S2 (Includes Salary + Fringe)			Salary + Fringe Benefits						(4th Step - Current)
				Non-Probationary	Probationary	%	Current	\$ 2.00	1st Step	2nd Step	3rd Step	4th Step	
0108	ADKINS, DEVIN	11/16/2021	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0123	ARAGON, NICHOLAS	05/29/2018	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0193	ARMIJO, ANNMARIE	12/06/2021	COMMUNICATIONS SPECIALIST	4,983.00		12.45%	45,305.00	50,288.00	51,633.00	53,028.00	54,474.00	55,943.00	10,638.00
0248	BACA, GLORIANNA	07/09/2019	COMMUNICATIONS SPECIALIST	4,982.00		13.20%	37,948.00	42,930.00	44,201.00	45,523.00	46,892.00	48,287.00	10,339.00
0315	BACA, SANTANA	11/28/2022	POLICE OFFICER		5,789.00	11.11%	52,309.00	58,098.00	61,573.00	63,425.00	65,306.00	67,275.00	14,966.00
0324	BARELA, DAVID	04/20/2015	POLICE LIEUTENANT	5,789.00		6.80%	90,463.00	96,252.00	98,973.00	101,782.00	104,676.00	107,658.00	17,195.00
0865	ELLIS, JORDAN	04/12/2021	POLICE OFFICER	5,790.00		10.20%	62,823.00	68,613.00	70,494.00	72,434.00	74,403.00	76,458.00	13,635.00
1038	FASANELLA, ELIA	11/12/2019	POLICE INVESTIGATOR	5,790.00		9.90%	63,743.00	69,533.00	71,473.00	73,442.00	75,496.00	77,609.00	13,866.00
1320	GARCIA, CHRISTIAN	06/01/2021	POLICE OFFICER	5,641.00		10.50%	58,908.00	64,549.00	66,325.00	68,160.00	70,049.00	71,995.00	13,087.00
1319	GARCIA, ERICA	03/02/2020	POLICE OFFICER	5,963.00		10.50%	68,242.00	74,205.00	76,083.00	78,022.00	80,019.00	82,077.00	13,835.00
2070	KING, GERALD	11/12/2019	POLICE OFFICER	5,790.00		9.90%	67,906.00	73,696.00	75,636.00	77,605.00	79,660.00	81,772.00	13,866.00
2093	LAUTALO, DAVID	01/12/2015	POLICE LIEUTENANT	5,790.00		6.80%	85,369.00	91,159.00	93,880.00	96,687.00	99,582.00	102,565.00	17,196.00
2167	LOPEZ, MICHAEL	07/02/2005	POLICE LIEUTENANT	5,789.35		5.69%	116,873.65	122,663.00	125,875.00	129,205.00	132,622.00	136,153.00	19,279.35
2219	LOZANO, GERARDO	04/20/2015	POLICE INVESTIGATOR	5,789.00		8.80%	75,231.00	81,020.00	83,163.00	85,392.00	87,650.00	89,994.00	14,763.00
2641	MAES, PATRICK	11/12/2019	POLICE OFFICER	5,790.00		9.90%	63,513.00	69,303.00	71,243.00	73,212.00	75,266.00	77,379.00	13,866.00
2681	MAESTAS, KENNETH	11/14/2022	POLICE OFFICER		5,789.00	10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
2910	MARQUEZ, NATHAN	12/07/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
3447	ORTEGA, MICHAEL	10/24/2011	POLICE SERGEANT	5,789.00		7.23%	85,081.00	90,870.00	93,445.00	96,110.00	98,831.00	101,640.00	16,559.00
3508	ORTIZ, SHANNON	10/29/2018	COMMUNICATIONS SPECIALIST	4,984.00		12.82%	39,068.00	44,052.00	45,372.00	46,718.00	48,113.00	49,557.00	10,489.00
3589	PADILLA, JUSTIN	10/12/2021	POLICE OFFICER	5,789.00		10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
3867	ROMERO, DIEGO	09/05/2017	POLICE OFFICER	5,789.00		9.33%	71,468.00	77,257.00	79,282.00	81,396.00	83,539.00	85,768.00	14,300.00
4169	RUSSELL, ANTOINETTE	05/10/2021	COMMUNICATIONS SPECIALIST	4,981.00		14.01%	41,634.00	46,615.00	47,838.00	49,082.00	50,379.00	51,700.00	10,066.00
4276	SALAZAR, DESEREE	08/03/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
4281	SALAZAR, ESTEVAN	12/07/2020	POLICE OFFICER	5,789.00		9.61%	65,509.00	71,298.00	73,268.00	75,322.00	77,436.00	79,579.00	14,070.00
4408	SALAZAR, NICHOLAS	08/30/2022	POLICE OFFICER		5,790.00	11.11%	57,374.00	63,164.00	66,639.00	68,490.00	70,372.00	72,341.00	14,967.00
4704	TAFOYA, RYAN	09/05/2017	POLICE INVESTIGATOR	5,790.00		9.33%	67,304.00	73,094.00	75,119.00	77,232.00	79,376.00	81,605.00	14,301.00
				129,959.35	17,368.00	9.86%							366,853.35

**Current Staff** 147,327.35  
**Vacancies** 98,430.00  
**Total** 245,757.35

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(8) Police Officer	8	\$ 5,790.00	\$ 46,320.00
(1) Communications Manager	1	\$ 5,790.00	\$ 5,790.00
(3) Communications Specialist F/T	3	\$ 5,790.00	\$ 17,370.00
(2) Communications Specialist P/T	2	\$ 2,895.00	\$ 5,790.00
			\$ 98,430.00

**Immediate Impact with \$2  
(Includes Salary + Fringe)**

**Salary + Fringe Benefits**

Employee #	Employee Name	Hire Date	Primary Position	Non-Probationary	Probationary	%	Current	\$ 2.00	1st Step	2nd Step	3rd Step	4th Step	(4th Step - Current)
0108	ADKINS, DEVIN	11/16/2021	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0123	ARAGON, NICHOLAS	05/29/2018	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0193	ARMIJO, ANNMARIE	12/06/2021	COMMUNICATIONS SPECIALIST	4,983.00		12.45%	45,305.00	50,288.00	51,633.00	53,028.00	54,474.00	55,943.00	10,638.00
0248	BACA, GLORIANNA	07/09/2019	COMMUNICATIONS SPECIALIST	4,982.00		13.20%	37,948.00	42,930.00	44,201.00	45,523.00	46,892.00	48,287.00	10,339.00
0315	BACA, SANTANA	11/28/2022	POLICE OFFICER		5,789.00	11.11%	52,309.00	58,098.00	61,573.00	63,425.00	65,306.00	67,275.00	14,966.00
0324	BARELA, DAVID	04/20/2015	POLICE LIEUTENANT	5,789.00		6.80%	90,463.00	96,252.00	98,973.00	101,782.00	104,676.00	107,658.00	17,195.00
0865	ELLIS, JORDAN	04/12/2021	POLICE OFFICER	5,790.00		10.20%	62,823.00	68,613.00	70,494.00	72,434.00	74,403.00	76,458.00	13,635.00
1038	FASANELLA, ELIA	11/12/2019	POLICE INVESTIGATOR	5,790.00		9.90%	63,743.00	69,533.00	71,473.00	73,442.00	75,496.00	77,609.00	13,866.00
1320	GARCIA, CHRISTIAN	06/01/2021	POLICE OFFICER	5,641.00		10.50%	58,908.00	64,549.00	66,325.00	68,160.00	70,049.00	71,995.00	13,087.00
1319	GARCIA, ERICA	03/02/2020	POLICE OFFICER	5,963.00		10.50%	68,242.00	74,205.00	76,083.00	78,022.00	80,019.00	82,077.00	13,835.00
2070	KING, GERALD	11/12/2019	POLICE OFFICER	5,790.00		9.90%	67,906.00	73,696.00	75,636.00	77,605.00	79,660.00	81,772.00	13,866.00
2093	LAUTALO, DAVID	01/12/2015	POLICE LIEUTENANT	5,790.00		6.80%	85,369.00	91,159.00	93,880.00	96,687.00	99,582.00	102,565.00	17,196.00
2167	LOPEZ, MICHAEL	07/02/2005	POLICE LIEUTENANT	5,789.35		5.69%	116,873.65	122,663.00	125,875.00	129,205.00	132,622.00	136,153.00	19,279.35
2219	LOZANO, GERARDO	04/20/2015	POLICE INVESTIGATOR	5,789.00		8.80%	75,231.00	81,020.00	83,163.00	85,392.00	87,650.00	89,994.00	14,763.00
2641	MAES, PATRICK	11/12/2019	POLICE OFFICER	5,790.00		9.90%	63,513.00	69,303.00	71,243.00	73,212.00	75,266.00	77,379.00	13,866.00
2681	MAESTAS, KENNETH	11/14/2022	POLICE OFFICER		5,789.00	10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
2910	MARQUEZ, NATHAN	12/07/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
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3508	ORTIZ, SHANNON	10/29/2018	COMMUNICATIONS SPECIALIST	4,984.00		12.82%	39,068.00	44,052.00	45,372.00	46,718.00	48,113.00	49,557.00	10,489.00
3589	PADILLA, JUSTIN	10/12/2021	POLICE OFFICER	5,789.00		10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
3867	ROMERO, DIEGO	09/05/2017	POLICE OFFICER	5,789.00		9.33%	71,468.00	77,257.00	79,282.00	81,396.00	83,539.00	85,768.00	14,300.00
4169	RUSSELL, ANTOINETTE	05/10/2021	COMMUNICATIONS SPECIALIST	4,981.00		14.01%	41,634.00	46,615.00	47,838.00	49,082.00	50,379.00	51,700.00	10,066.00
4276	SALAZAR, DESEREE	08/03/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
4281	SALAZAR, ESTEVAN	12/07/2020	POLICE OFFICER	5,789.00		9.61%	65,509.00	71,298.00	73,268.00	75,322.00	77,436.00	79,579.00	14,070.00
4408	SALAZAR, NICHOLAS	08/30/2022	POLICE OFFICER		5,790.00	11.11%	57,374.00	63,164.00	66,639.00	68,490.00	70,372.00	72,341.00	14,967.00
4704	TAFOYA, RYAN	09/05/2017	POLICE INVESTIGATOR	5,790.00		9.33%	67,304.00	73,094.00	75,119.00	77,232.00	79,376.00	81,605.00	14,301.00
				129,959.35	17,368.00	9.86%							366,853.35

<b>Current Staff</b>	<b>147,327.35</b>
<b>Vacancies</b>	<b>98,430.00</b>
<b>Total</b>	<b>245,757.35</b>

(2) Police Lieutenants	2	\$ 5,790.00	\$ 11,580.00
(2) Sergeants	2	\$ 5,790.00	\$ 11,580.00
(8) Police Officer	8	\$ 5,790.00	\$ 46,320.00
(1) Communications Manager	1	\$ 5,790.00	\$ 5,790.00
(3) Communications Specialist F/T	3	\$ 5,790.00	\$ 17,370.00
(2) Communications Specialist P/T	2	\$ 2,895.00	\$ 5,790.00
			<u>\$ 98,430.00</u>

Employee #	Employee Name	Hire Date	Primary Position	Immediate Impact with \$2 (Includes Salary + Fringe)			Salary + Fringe Benefits						(4th Step - Current)
				Non-Probationary	Probationary	%	Current	\$ 2.00	1st Step	2nd Step	3rd Step	4th Step	
0108	ADKINS, DEVIN	11/16/2021	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0123	ARAGON, NICHOLAS	05/29/2018	POLICE SERGEANT	5,791.00		7.91%	78,507.00	84,298.00	86,671.00	89,102.00	91,621.00	94,226.00	15,719.00
0193	ARMIJO, ANNMARIE	12/06/2021	COMMUNICATIONS SPECIALIST	4,983.00		12.45%	45,305.00	50,288.00	51,633.00	53,028.00	54,474.00	55,943.00	10,638.00
0248	BACA, GLORIANNA	07/09/2019	COMMUNICATIONS SPECIALIST	4,982.00		13.20%	37,948.00	42,930.00	44,201.00	45,523.00	46,892.00	48,287.00	10,339.00
0315	BACA, SANTANA	11/28/2022	POLICE OFFICER		5,789.00	11.11%	52,309.00	58,098.00	61,573.00	63,425.00	65,306.00	67,275.00	14,966.00
0324	BARELA, DAVID	04/20/2015	POLICE LIEUTENANT	5,789.00		6.80%	90,463.00	96,252.00	98,973.00	101,782.00	104,676.00	107,658.00	17,195.00
0865	ELLIS, JORDAN	04/12/2021	POLICE OFFICER	5,790.00		10.20%	62,823.00	68,613.00	70,494.00	72,434.00	74,403.00	76,458.00	13,635.00
1038	FASANELLA, ELIA	11/12/2019	POLICE INVESTIGATOR	5,790.00		9.90%	63,743.00	69,533.00	71,473.00	73,442.00	75,496.00	77,609.00	13,866.00
1320	GARCIA, CHRISTIAN	06/01/2021	POLICE OFFICER	5,641.00		10.50%	58,908.00	64,549.00	66,325.00	68,160.00	70,049.00	71,995.00	13,087.00
1319	GARCIA, ERICA	03/02/2020	POLICE OFFICER	5,963.00		10.50%	68,242.00	74,205.00	76,083.00	78,022.00	80,019.00	82,077.00	13,835.00
2070	KING, GERALD	11/12/2019	POLICE OFFICER	5,790.00		9.90%	67,906.00	73,696.00	75,636.00	77,605.00	79,660.00	81,772.00	13,866.00
2093	LAUTALO, DAVID	01/12/2015	POLICE LIEUTENANT	5,790.00		6.80%	85,369.00	91,159.00	93,880.00	96,687.00	99,582.00	102,565.00	17,196.00
2167	LOPEZ, MICHAEL	07/02/2005	POLICE LIEUTENANT	5,789.35		5.69%	116,873.65	122,663.00	125,875.00	129,205.00	132,622.00	136,153.00	19,279.35
2219	LOZANO, GERARDO	04/20/2015	POLICE INVESTIGATOR	5,789.00		8.80%	75,231.00	81,020.00	83,163.00	85,392.00	87,650.00	89,994.00	14,763.00
2641	MAES, PATRICK	11/12/2019	POLICE OFFICER	5,790.00		9.90%	63,513.00	69,303.00	71,243.00	73,212.00	75,266.00	77,379.00	13,866.00
2681	MAESTAS, KENNETH	11/14/2022	POLICE OFFICER		5,789.00	10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
2910	MARQUEZ, NATHAN	12/07/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
3447	ORTEGA, MICHAEL	10/24/2011	POLICE SERGEANT	5,789.00		7.23%	85,081.00	90,870.00	93,445.00	96,110.00	98,831.00	101,640.00	16,559.00
3508	ORTIZ, SHANNON	10/29/2018	COMMUNICATIONS SPECIALIST	4,984.00		12.82%	39,068.00	44,052.00	45,372.00	46,718.00	48,113.00	49,557.00	10,489.00
3589	PADILLA, JUSTIN	10/12/2021	POLICE OFFICER	5,789.00		10.50%	55,320.00	61,109.00	62,932.00	64,815.00	66,754.00	68,751.00	13,431.00
3867	ROMERO, DIEGO	09/05/2017	POLICE OFFICER	5,789.00		9.33%	71,468.00	77,257.00	79,282.00	81,396.00	83,539.00	85,768.00	14,300.00
4169	RUSSELL, ANTOINETTE	05/10/2021	COMMUNICATIONS SPECIALIST	4,981.00		14.01%	41,634.00	46,615.00	47,838.00	49,082.00	50,379.00	51,700.00	10,066.00
4276	SALAZAR, DESEREE	08/03/2020	POLICE OFFICER	5,790.00		10.20%	62,035.00	67,825.00	69,706.00	71,646.00	73,615.00	75,670.00	13,635.00
4281	SALAZAR, ESTEVAN	12/07/2020	POLICE OFFICER	5,789.00		9.61%	65,509.00	71,298.00	73,268.00	75,322.00	77,436.00	79,579.00	14,070.00
4408	SALAZAR, NICHOLAS	08/30/2022	POLICE OFFICER		5,790.00	11.11%	57,374.00	63,164.00	66,639.00	68,490.00	70,372.00	72,341.00	14,967.00
4704	TAFOYA, RYAN	09/05/2017	POLICE INVESTIGATOR	5,790.00		9.33%	67,304.00	73,094.00	75,119.00	77,232.00	79,376.00	81,605.00	14,301.00
				129,959.35	17,368.00	9.86%							366,853.35
				<b>Current Staff</b>			<b>147,327.35</b>						
				<b>Vacancies</b>			<b>98,430.00</b>						
				<b>Total</b>			<b>245,757.35</b>						

(2) Police Lieutenants	2	\$ 5,790.00	\$ 11,580.00
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(2) Communications Specialist P/T	2	\$ 2,895.00	\$ 5,790.00
			<b>\$ 98,430.00</b>





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

**Meeting Date:** April 12, 2023

**Date Submitted:** 03/31/23

**Department:** Executive / Human Resource

**Item/Topic:** Consideration to approve the restructuring of the Police Department, Utilities Department, and City Attorney Department Organizational Charts. The adjustments and changes are necessary at this time for the efficiency and consistency of the operations of the departments. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

**Fiscal Impact:** No financial impact at this time.

**Attachments:** City of Las Vegas Proposed Organizational Charts.

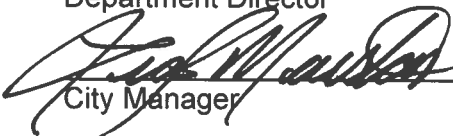
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

Approved For Submittal By:

Reviewed By:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**ORGANIZATIONAL CHARTS  
REVISED APRIL 2023**

**CITY ATTORNEY**

- **Added:** Legal Assistant
- **Removed:** Paralegal

**POLICE DEPARTMENT**

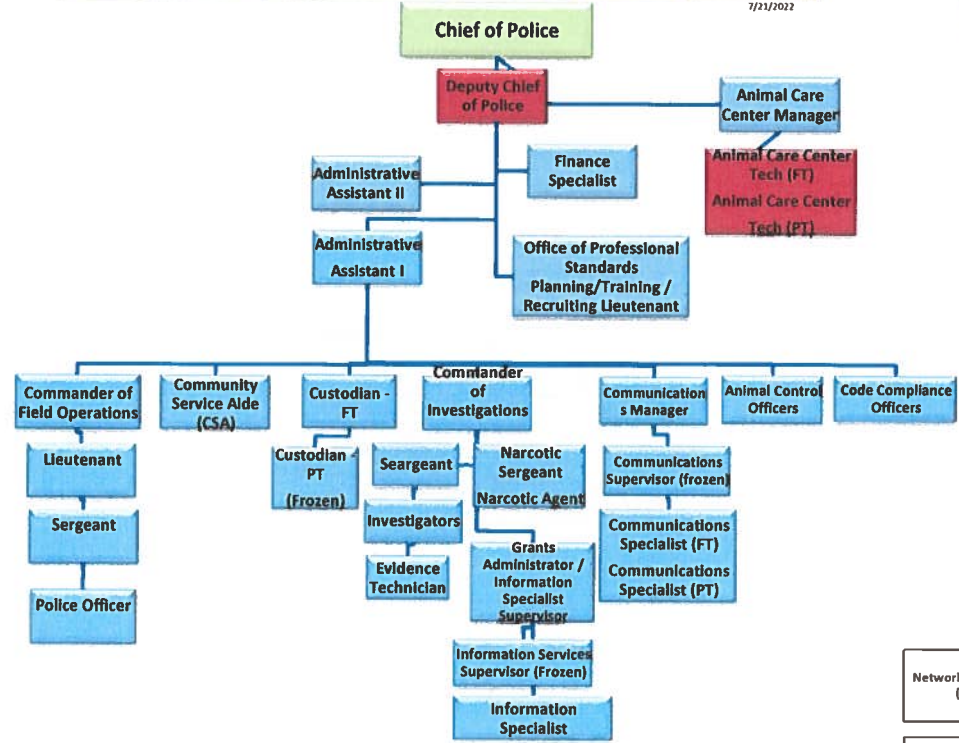
- **Added:** Part-Time Animal Care Center Technicians  
(3-full-time positions exist, (1) is filled, (2) vacant, taking (1) full-time and making it (2) part-time positions)
- *Rearranged the Org Chart to bring the Deputy Chief of Police to the top and the Administrative Assistant I under the Administrative Assistant II*

**UTILITIES DEPARTMENT**

- **Added:** Line Locator  
(This position is currently classified as a Field Customer Service Representative III)



# POLICE DEPARTMENT

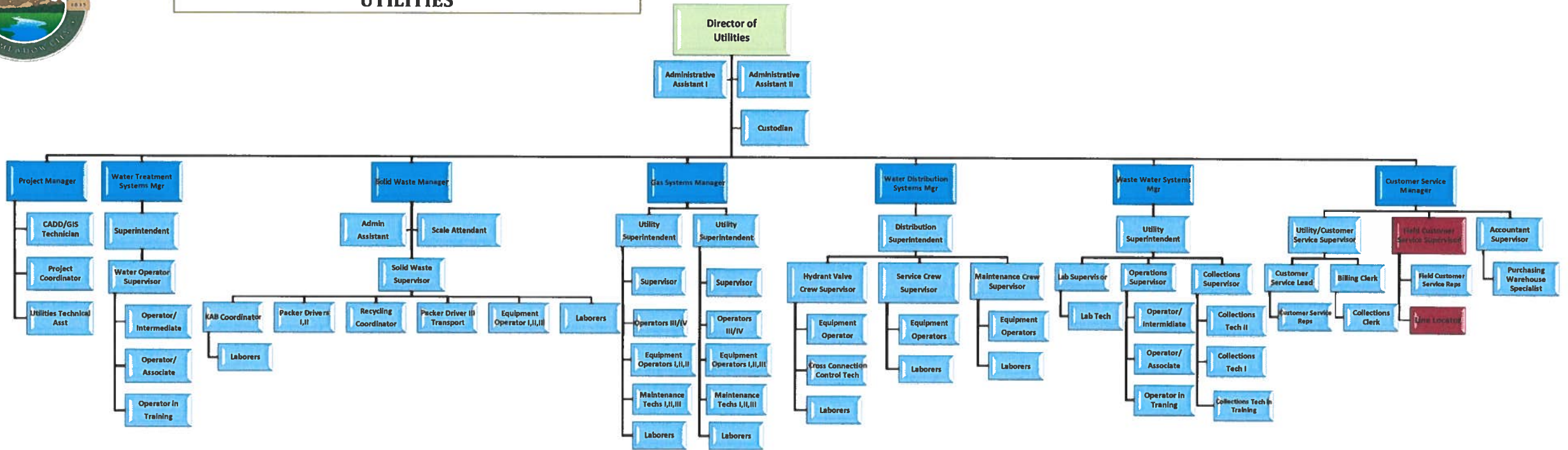


Network Administrator (Frozen)

Commander of Planning & Training (Frozen)



# UTILITIES





**CITY ATTORNEY**

**CITY ATTORNEY**

**LEGAL ASSISTANT**





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

**Meeting Date:** April 12, 2023

**Date Submitted:** March 30, 2023

**Department:** Police

**Item/Topic:** Out of State Travel to Boulder Colorado

FBI-LEEDA Executive Leadership Institute Training, will be held in Boulder Colorado June 5-9, 2023. Four (4) Police personnel will be attending this training, Antonio Salazar, Caleb Marquez, Elias Rael and Gerardo Lozano. Training is the third and final class in a trilogy program hosted by FBI LEEDA. This training is designed to prepare Law Enforcement Officers leadership in executive level positions, and improve trainees as supervisors for the Department.

Registration cost \$795, Per Diem cost \$587, total cost for training \$1,382 each, \$5,528 total.


**Fiscal Impact:** Fund 215, Law Enforcement Protection Grant

**Attachments:** Travel Authorization, Backup

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_




# City of Las Vegas


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




**Chief Antonio Salazar**

## MEMORANDUM

**TO:** Antonio Salazar Chief of Police 

**FROM:**   
Commander of Field Operations  
Elias Rael

**THRU:**   
Deputy Chief of Police  
Caleb Marquez

**DATE:** Thursday, February 23, 2022

**RE:** Letter of Interest for FBI-LEED Executive Leadership Institute Training

---

I am writing on behalf of Deputy Chief Caleb Marquez, Investigator Geraldo Lozano and myself to attend the upcoming training, FBI- Leeda Executive leadership Training. The training is scheduled for Monday June 5, 2023 through Friday June 9, 2023 in Boulder Colorado. This training is the third and final class and costs \$795.00. With the completion of this class all the Officers will have completed the program (Trilogy) through the FBI-Leeda program.

The training is designed to prepare law enforcement officers leaders for executive level positions. This will help and improve us as supervisors for the department. With this training we will gain knowledge which we can pass on to fellow officers.

Here are some key points the class will be covering to help us improve. The following is a list of topics to be covered in the ELI program, Trends in law enforcement, Implications of the 21st Century Policing Report, Public trust and legitimacy, Bias and diversity, Employee wellness, Power, Transformational leadership, Social and emotional intelligence

If you have any questions please feel free to contact me at anytime.



# City of Las Vegas

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



## Chief Antonio Salazar

### Review by:

June Tafoya-Cordova  
June Tafoya-Cordova, Finance Specialist

2-28-2023 *Could not find comp. training - use 215*  
Date

Beatrice Salazar  
Beatrice Salazar, Grants Administrator

2/27/23 *Can come out of 215 fund if no comparable training exists in New Mexico per NMAC Rule*  
Date

### Approved/Disapproved

AS  
Antonio Salazar  
Chief of Police

2-28-2023  
Date



# CITY OF LAS VEGAS OUT OF STATE TRAVEL AUTHORIZATION

No. \_\_\_\_\_

<b>1. NAME, HOME ADDRESS &amp; ZIP CODE</b> WORK PHONE NO.  Antonio Salazar	<b>2. DEPARTMENT</b> NAME & NO.  Police Dept	<b>3. CONFERENCE <input checked="" type="checkbox"/> SCHOOL</b>  OTHER _____	<b>4. DESTINATION</b>  Boulder Colorado
<b>5. DEPARTURE DATE &amp; HOUR</b> 6/4/2023 12 pm	<b>6. RETURN DATE &amp; HOUR</b> 6/9/2023 5pm	<b>7. TOTAL DAYS/HOURS</b> 5 days / 5 hours	<b>8. WHERE CAN YOU BE REACHED?</b> Cell phone
<b>9. NAME OF SCHOOL</b> CONFERENCE OF OTHER FBI LEEDA EXEC.	<b>10. MEETING DATES</b> June 5-9, 2023	<b>11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> PROVIDE DETAILS.	<b>12. TYPE OF REQUEST</b> ACTUAL <input type="checkbox"/> PER DIEM <input checked="" type="checkbox"/>

**13.  CITY VEHICLE NO. 00500G**     PRIVATE VEHICLE     PUBLIC CONVEYANCE \_\_\_\_\_  
(PLANE, TRAIN, ETC.)

<b>14. PER DIEM</b> 5days/5hrs x \$115x5+\$12 = <b>\$587.00</b> <small>DAYS/HOURS                      RATE/DAY                      TOTAL</small>	<b>15. MILEAGE</b> N/A x = _____ <small>DISTANCE                      RATE / MILE                      TOTAL</small>
---	---

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL	\$ 0	_____
REGISTRATION	\$ 795.00	215.0000.710.7203
*HOTEL	\$ 0	_____
*PERDIEM	\$ 587.00	215.0000.710.7202
*MEALS	\$ 0	_____
*OTHER	\$ 0	_____
<b>TOTAL</b>	<b>\$ 1,382.00</b>	_____
TOTAL AUTHORIZED ADVANCE		\$ 469.60

\*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

EMPLOYEE SIGNATURE	DATE	SOCIAL SECURITY NUMBER
--------------------	------	------------------------

APPROVED: _____ MAYOR & COUNCIL      MEETING DATE	FOR ACCOUNTING ONLY _____ _____ _____ _____
APPROVED: _____ AUTHORIZED SIGNATURE                      DATE	

**REVIEWED FOR COMPLETENESS:**

APPROVED:	CITY MANAGER	DATE
	FINANCE DIRECTOR	DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: \_\_\_\_\_

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED ( ) NOT APPROVED ( ) \_\_\_\_\_  
CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

**CITY OF LAS VEGAS  
OUT OF STATE TRAVEL AUTHORIZATION**

No. \_\_\_\_\_

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. <b>Caleb Marquez</b>	2. DEPARTMENT NAME & NO. <b>Police</b>	3. CONFERENCE SCHOOL OTHER	4. DESTINATION <b>Boulder Colorado</b>
5. DEPARTURE DATE & HOUR <b>6/4/2023 12pm</b>	6. RETURN DATE & HOUR <b>6/9/2023 5pm</b>	7. TOTAL DAYS/HOURS <b>5 days / 5 hours</b>	8. WHERE CAN YOU BE REACHED? <b>cell phone</b>
9. NAME OF SCHOOL CONFERENCE OF OTHER <b>FBI LEEDA Exec.</b>	10. MEETING DATES <b>June 5-9, 2023</b>	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? YES NO PROVIDE DETAILS.	12. TYPE OF REQUEST ACTUAL <input checked="" type="checkbox"/> PER DIEM

13.  CITY VEHICLE NO. 15995G       PRIVATE VEHICLE       PUBLIC CONVEYANCE (PLANE, TRAIN, ETC.)

14. PER DIEM DAYS/HOURS      RATE/DAY      TOTAL 5days/5hrs      \$115X5+\$12      \$587.00	15. MILEAGE DISTANCE      RATE / MILE      TOTAL N/A
---	--

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL \$ 0		
REGISTRATION \$ 795.00	215.0000.710.7203	
*HOTEL \$ 0		
*PERDIEM \$ 587.00	215.0000.710.7202	COPY
*MEALS \$ 0		
*OTHER \$ 0		
TOTAL \$ 1,382		
TOTAL AUTHORIZED ADVANCE \$ 469.60		

\*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
EMPLOYEE SIGNATURE      DATE      SOCIAL SECURITY NUMBER

APPROVED:  _____ MAYOR & COUNCIL      MEETING DATE	FOR ACCOUNTING ONLY  _____ _____ _____
APPROVED:  _____ AUTHORIZED SIGNATURE      DATE	

REVIEWED FOR COMPLETENESS:

APPROVED:

\_\_\_\_\_  
CITY MANAGER      DATE      FINANCE DIRECTOR      DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: \_\_\_\_\_

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED ( ) NOT APPROVED ( )

\_\_\_\_\_  
CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

# CITY OF LAS VEGAS OUT OF STATE TRAVEL AUTHORIZATION

No. \_\_\_\_\_

<b>1. NAME, HOME ADDRESS &amp; ZIP CODE</b> WORK PHONE NO. <b>Elias Rael</b>	<b>2. DEPARTMENT</b> NAME & NO. <b>Police</b>	<b>3. CONFERENCE SCHOOL</b> _____ _____ OTHER _____	<b>4. DESTINATION</b> <b>Boulder Colorado</b>
<b>5. DEPARTURE DATE &amp; HOUR</b> <b>6/4/2023 12pm</b>	<b>6. RETURN DATE &amp; HOUR</b> <b>6/9/2023 5pm</b>	<b>7. TOTAL DAYS/HOURS</b> <b>5 days / 5 hours</b>	<b>8. WHERE CAN YOU BE REACHED?</b> <b>cell phone</b>
<b>9. NAME OF SCHOOL</b> CONFERENCE OF OTHER <b>FBI LEEDA Exec.</b>	<b>10. MEETING DATES</b> <b>June 5-9, 2023</b>	<b>11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP?</b> YES NO PROVIDE DETAILS. YES NO PROVIDE DETAILS.	<b>12. TYPE OF REQUEST</b> ACTUAL <input checked="" type="checkbox"/> PER DIEM

13.  CITY VEHICLE NO. 15995G     
 \_\_\_\_\_ PRIVATE VEHICLE     
 \_\_\_\_\_ PUBLIC CONVEYANCE \_\_\_\_\_  
 (PLANE, TRAIN, ETC.)

<b>14. PER DIEM</b> <u>5days/5hrs \$115X5+\$12</u> <u>\$587.00</u> <small>DAYS/HOURS      RATE/DAY      TOTAL</small>	<b>15. MILEAGE</b> <u>N/A</u> <small>DISTANCE      RATE / MILE      TOTAL</small>
--	--

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL \$ 0		
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*OTHER \$ 0		
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TOTAL AUTHORIZED ADVANCE		\$ 469.60

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I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE

\_\_\_\_\_  
 EMPLOYEE SIGNATURE      DATE      SOCIAL SECURITY NUMBER

APPROVED _____ MAYOR & COUNCIL      MEETING DATE	FOR ACCOUNTING ONLY _____ _____ _____
APPROVED _____ AUTHORIZED SIGNATURE      DATE	

REVIEWED FOR COMPLETENESS:

APPROVED  
 \_\_\_\_\_  
 CITY MANAGER      DATE      FINANCE DIRECTOR      DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: \_\_\_\_\_

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL.....APPROVED ( ) NOT APPROVED ( )  
 \_\_\_\_\_  
 CITY MANAGER SIGNATURE

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ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

**CITY OF LAS VEGAS  
OUT OF STATE TRAVEL AUTHORIZATION**

No. \_\_\_\_\_

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. <b>Gerardo Lozano</b>	2. DEPARTMENT NAME & NO. <b>Police</b>	3. _____ CONFERENCE _____ SCHOOL  _____ OTHER _____	4. DESTINATION <b>Boulder Colorado</b>
5. DEPARTURE DATE & HOUR <b>6/4/2023 12pm</b>	6. RETURN DATE & HOUR <b>6/9/2023 5pm</b>	7. TOTAL DAYS/HOURS <b>5 days / 5 hours</b>	8. WHERE CAN YOU BE REACHED? <b>cell phone</b>
9. NAME OF SCHOOL CONFERENCE OF OTHER <b>FBI LEEDA Exec.</b>	10. MEETING DATES <b>June 5-9, 2023</b>	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? ___ YES ___ NO PROVIDE DETAILS.	12. TYPE OF REQUEST ___ ACTUAL <input checked="" type="checkbox"/> PER DIEM

13.  CITY VEHICLE NO. 15995G      \_\_\_ PRIVATE VEHICLE      \_\_\_ PUBLIC CONVEYANCE \_\_\_\_\_  
 (PLANE, TRAIN, ETC.)

14. PER DIEM <u>5days/5hrs</u> <input checked="" type="checkbox"/> <u>\$115X5+\$12</u> <u>\$587.00</u> DAYS/HOURS      RATE/DAY      TOTAL	15. MILEAGE <u>N/A</u> DISTANCE      RATE / MILE      TOTAL
---	--

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL \$ <u>0</u>		
REGISTRATION \$ <u>795.00</u>	<u>215.0000.710.7203</u>	
*HOTEL \$ <u>0</u>		
*PERDIEM \$ <u>587.00</u>	<u>215.0000.710.7202</u>	
*MEALS \$ <u>0</u>		
*OTHER \$ <u>0</u>		
TOTAL \$ <u>1,382</u>		
TOTAL AUTHORIZED ADVANCE		\$ <u>469.60</u>

COPY

\*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
 EMPLOYEE SIGNATURE      DATE      SOCIAL SECURITY NUMBER

APPROVED:  _____ MAYOR & COUNCIL      MEETING DATE	FOR ACCOUNTING ONLY  _____ _____ _____
APPROVED:  _____ AUTHORIZED SIGNATURE      DATE	

APPROVED: \_\_\_\_\_  
 CITY MANAGER      DATE      FINANCE DIRECTOR      DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: \_\_\_\_\_

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL.....APPROVED ( ) NOT APPROVED ( ) \_\_\_\_\_  
 CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.  
 ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.



The Executive Leadership Institute (ELI) is part three of the three-step leadership series that makes up the FBI-LEEDA Trilogy. This cutting-edge program is designed for executive-level law enforcement leaders and focuses on the challenges facing our profession today. This highly-interactive program follows the FBI-LEEDA "Cops Talking to Cops" model of professional development. The Institute uses a wide-range of source materials and calls upon participants' own professional experience to facilitate individual development and learning.

The following is a list of topics covered in the ELI program:

- Trends in law enforcement, implications of the President's Task Force on 21st Century Policing
- Public trust and legitimacy, bias and diversity
- Employee wellness
- Power, transformational leadership, social and emotional intelligence

**The cost of the Executive Leadership Institute is \$795.**

**FBI-LEEDA will send you a tuition invoice six-weeks prior to the start date of the class. To make special payment arrangements prior to being invoiced please email Finance at [finance@fbileeda.org](mailto:finance@fbileeda.org) (mailto:finance@fbileeda.org).**

- The registration fee includes the cost of the training and course materials; the fee does not include meals or travel expenses.
- Sworn and professional law enforcement staff are welcome to all FBI-LEEDA classes. You do not have to be a member to attend a class.
- Each student must register for classes under their own Username and Account.
- There are no prerequisites for this course; Trilogy courses can be taken in any order.
- A workbook will be provided; laptop is optional.
- Dress is business casual.
- This course is 28 contact hours.

For further information regarding this or any other FBI-LEEDA class, please contact FBI-LEEDA at 1-877-772-7712 or email us at: [info@fbileeda.org](mailto:info@fbileeda.org) (mailto:info@fbileeda.org).

**Cancellation Policy:** FBI-LEEDA, Inc. makes every attempt to complete all of our scheduled courses, however, we may have to postpone or cancel any course because of insufficient paid enrollment, host agency request, or for any unforeseen circumstance, such as weather or illness. If FBI-LEEDA postpones or cancels a course, the student will have the option of enrolling in another course or be refunded the course registration fees in full. Re-enrollment must be done within 30 days from date of cancellation or a refund will be issued. FBI-LEEDA is not responsible for any travel costs or fees incurred by the student for any cancelled or postponed course. A student may request to be withdrawn from any course by emailing the finance department at [finance@fbileeda.org](mailto:finance@fbileeda.org) (mailto:finance@fbileeda.org) at least two business days prior to the start of the course. A \$75 cancellation fee will be applied to refunds for student-initiated cancellations. Refunds will not be issued for no-shows. **All registration fees must be paid in full prior to the start of the course.**

FBI-Law Enforcement Executive Development Association is a private non-profit organization and is not part of the Federal Bureau of Investigation or acting on its behalf.

## Contact Us

---

Phone: 1-877-772-7712 or 484-321-7821  
Fax: 610-644-3193  
Email: [info@fbileeda.org](mailto:info@fbileeda.org)

## Quick Links

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Home (0)

About Us (0)

Testimonials (0)

James O'Leary (0)

Conference for Law Enforcement (0)

Calendar (0)

Merchandise (<https://fbileeda.myrightsites.com/>)

Corporate Partners (0)

Sign In (0)

Register (0)

Contact Us (general?view=CONTACT)

Class Change Request ([https://fbileeda.org/page/Class\\_Change/](https://fbileeda.org/page/Class_Change/))

## Connect With Us

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 (<https://www.facebook.com/Law-Enforcement-Executive-Development-Association-FBI-LEEDA-2141153852>)

 ([https://twitter.com/FBILEEDA?ref\\_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ct](https://twitter.com/FBILEEDA?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ct))

 (<https://www.linkedin.com/company/fbi-leeda>)

 (<https://www.instagram.com/fbileeda/>)

(<https://www.instagram.com/fbileeda/>)

(<https://www.instagram.com/fbileeda/>)

MemberShip Software Expires on your MemberShip (http://www.documentcloud.org/documents/134000-legal-2015-legal-services.html)

(<https://www.instagram.com/fbileeda/>)

# Community Calendar - Registration Details

 [Back to this Event's Details](#)

## Sign-In Required

You must be [signed in](#) to register for this event.

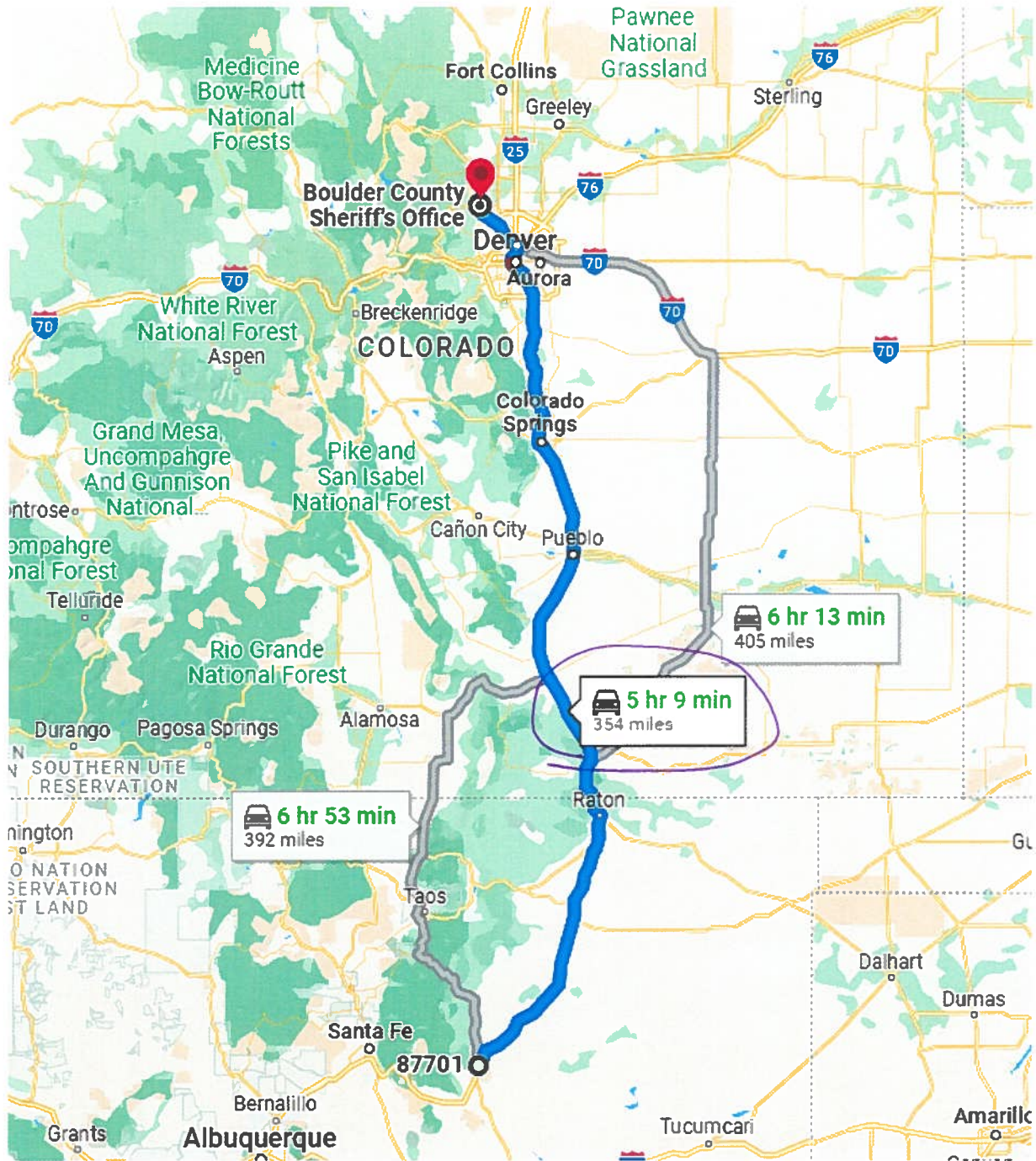
**Each student must register for classes under their own username and account.**

If you do not have an account, click [here](#) to create one. You are *not* required to be a member of FBI-LEEDA to attend our classes. (Select 'non-member' when creating your account if you don't want membership).

Click [here](#) to view the benefits of membership.

Please contact the [training manager](#) if you have any questions. Phone: 1-877-772-7712





validly existing as an advisory committee pursuant to NMSA 1978, Section 9-1-9.

- I.) "Travel" means for per diem purposes, being on official business away from home as defined in Paragraph C above and a least 35 miles from the designated post of duty of the public officer or employee.

**SECTION II. PER DIEM RATES-PRORATION**

- A.) Partial Day Per Diem Rate. Elected officials and employees of the city of Las Vegas traveling away from Las Vegas on official business where overnight lodging is not required, shall receive per diem reimbursement as follows:

1. for less than 2 hours of travel beyond normal work day-----None
2. for 2 but less than 6 hours of travel beyond normal work day-----\$12.00
3. for 6 but less than 12 hours of travel beyond normal work day -----\$20.00
4. for 12 or more beyond the normal work day-----\$30.00

- B.) Overnight Travel, Regardless of the number of hours traveled, travel for public officer and employees where overnight lodging is required shall be reimbursed as follows:

1. In State-----\$95.00
2. In-State special areas (Santa Fe, Albuquerque, Carlsbad, Hobbs, Farmington, Gallup, Las Cruces, Roswell, Ruidoso, Los Alamos, Taos, Angel Fire, Rio Rancho, Clovis, Raton, and Red River )-----\$135.00
3. Out-of State-----\$115.00
4. Out-of State special areas-----\$215.00  
(New York City, Washington DC, Chicago, Los Angeles, San Francisco, Palm Springs, San Diego, Atlanta, Boston, Las Vegas, Atlantic City, Philadelphia, Ft. Worth and outside continental United States).

or actual lodging and meal expenses under Section III.

- C.) Return from Overnight Travel. On at last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed. Divide the number of hours traveled by 24. The hours remaining constitute the partial day which shall be reimbursed as follows:

1. for less than 2 hours-----None
2. for 2 hours, but less than 6 hours-----\$12.00
3. for 6 hours, or more but less than 12 hours-----\$20.00



## FBI-LEEDA

### Agenda for FBI LEEDA Executive Leadership Institute\*

#### Monday

- 8:30am – 12:00pm Module 1: Introduction and Police Leadership in the 21<sup>st</sup> Century
- 12:00pm – 1:30pm Lunch (not included in registration fee)
- 1:30pm – 4:30pm Module 2: Building Trust and Procedural Justice

#### Tuesday

- 8:30am – 12:00pm Module 3: Bias and Diversity
- 12:00pm – 1:30pm Lunch (not included in registration fee)
- 1:30pm – 4:30pm Module 4: Employee Wellness

#### Wednesday

- 8:30am – 12:00pm Module 5: Future Trends in Policing
- 12:00pm – 1:30pm Lunch (not included in registration fee)
- 1:30pm – 4:30pm Module 6: Personnel Crisis: Officer Recruiting, Hiring, and Retention

#### Thursday

- 8:30am – 12:00pm Module 7: Emotional and Social Intelligence
- 12:00pm – 1:30pm Lunch (not included in registration fee)
- 1:30pm – 4:30pm Module 7: Emotional and Social Intelligence (continued)

#### Friday

- 8:30am – 12:30pm Review & Certificates

\*Agenda Subject to Change



#### FBI Law Enforcement Executive Development Association

5 Great Valley Pkwy., Suite 359, Malvern, PA 19355 | Tel: 877-772-7712 | Fax: 610-644-3193  
www.fbileeda.org | twitter: #FBILEEDA | facebook: Law Enforcement Executive Development Association

*FBI-LEEDA Inc. is a private 501(c)(3) non-profit organization and is not part of the Federal Bureau of Investigation or acting on its behalf.*



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/24/23

**Department:** Public Works

Item Topic: approval of Resolution 23-11 and the agreement administered by Federal Aviation Administration (FAA) and the New Mexico Department of Transportation Aviation Division in the amount of \$306,640.00, FAA share being \$275,976.00(90%), NMDOT Aviation Division share being \$27,598.00(9%) and City share being \$3,066.00(1%) for Apron and Hanger Taxilane Markings and TWY B Pavement Seal at the City of Las Vegas Municipal Airport.

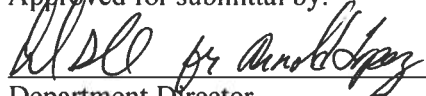
Fiscal Impact: Budgeting of City matching funds in the amount of \$3,066.00 (1%).

Attachments: Resolution 23-11, and grant agreement

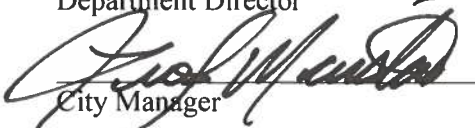
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

Approved for submittal by:

Reviewed by:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

**Resolution No.** \_\_\_\_\_  
**Ordinance No.** \_\_\_\_\_  
**Contract No.** \_\_\_\_\_  
**Approved** \_\_\_\_\_

**Continued To:** \_\_\_\_\_  
**Referred To:** \_\_\_\_\_  
**Denied** \_\_\_\_\_  
**Other** \_\_\_\_\_

CITY OF LAS VEGAS, NEW MEXICO  
Resolution No. 23-11

A RESOLUTION TO ACCEPT A GRANT OFFER ADMINISTERED BY THE  
FEDERAL AVIATION ADMINISTRATION (FAA) AND THE NEW MEXICO  
DEPARTMENT OF TRANSPORTATION (NMDOT) AVIATION DIVISION

WHEREAS, the City of Las Vegas ("City") has received a FAA Grant Offer for the Apron & Hanger Taxilanes Marking and TWY B Pavement Seal for the City's Municipal Airport;

WHEREAS, the total cost of the Grant is \$306,640.00, with the FAA share being \$275,976.00 (90%) NMDOT share being \$27,598.00 (9%) and City's share being \$3,066.00 (1%) of the Grant offer;

WHEREAS, the City shall pay all costs, which exceed the total amount of \$306,640.00;

WHEREAS, the Grants will be used directly for the apron & hanger taxilanes marking and TWY B pavement seal upon the FAA issuance of a Grant offer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby accepts the Grant Offer administered by Federal Aviation Administration and the New Mexico Department of Transportation Aviation Division.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of April 2023.

\_\_\_\_\_

Louie A. Trujillo, Mayor

ATTEST:

\_\_\_\_\_

Casandra Fresquez, City Clerk

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**  
Aviation Grant Agreement Form



Date

Project Location

Sponsor

Address

City  NM Zip Code

Participation

Funding Breakdown

Contract No. \_\_\_\_\_

Project No.

Vendor No.

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

## AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

**Now Therefore**, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

APRON AND HANGAR TAXILANES, TWY B SEAL

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ <span style="border: 1px solid black; padding: 2px 10px;">27,598</span>	\$ <span style="border: 1px solid black; padding: 2px 10px;">3,066</span>	\$ <span style="border: 1px solid black; padding: 2px 10px;">275,976</span>	\$ <span style="border: 1px solid black; padding: 2px 10px;">306,640</span>

### 2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

### **3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

### **4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

### **5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

### **6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.



## **7. Term.**

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

## **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

## **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

## **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

## **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

### **12. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

### **13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* 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.

### **14. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

### **15. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

### **16. Equal Opportunity Compliance.**

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**17. Appropriations and Authorizations of State and Federal Funds.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**18. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**19. Applicable Law.**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division  
3501 Access Rd C.  
Albuquerque, NM 87106  
General Office: (505) 795-1401  
Fax: (505) 244-1790  
E-mail: Aviation.Division@dot.nm.gov

Name	DANNY GURULE		
Title	MANAGER PUBLIC WORKS		
Sponsor	LAS VEGAS, CITY OF		
Address	1700 GRAND AVE		
City	LAS VEGAS	NM	Zip Code 87701
Office Phone	+1 (505) 454-1401	Fax	+1 (505) 454-8036
E-Mail	DGURULE@LASVEGASNM.GOV		

**21. Amendment.**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

**In witness whereof**, each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Recommended by:

By: \_\_\_\_\_  
Aviation Division Director  
or Designee

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**SPONSOR**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



## Approval Form

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

Date Submitted: 3/21/23

Department Submitting: Public Works Submitter: Daniel Gurule

Documents to Be Reviewed: Resolution 23-11- Apron/ Hanger Taxilane Markings and Taxiway B Pavement Seal Grant Offer.

Deadline: ASAP

Submitter Comments:   

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

HR Comments: \_\_\_\_\_

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

**Approved / Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

**Changes:** \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney Review \_\_\_\_\_ Date \_\_\_\_\_

**Approved /Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

*Joshua M. Chavez* \_\_\_\_\_ *03.20.2023*  
Finance Director \_\_\_\_\_ Date \_\_\_\_\_

**Approved /Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

*Leo Maestas* \_\_\_\_\_ *3/23/23*  
Leo Maestas, City Manager \_\_\_\_\_ Date \_\_\_\_\_

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

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



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 03/31/2023

**Department:** Public Works

**Item/Topic:** Award RFB # 2023-09 to Desert Fox Paving for the construction, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb & ramps and miscellaneous construction on Legion Drive in the amount of \$3,768,932.53 to include NMGR.

Advertised: February 17, 2023

Bid Opening: March 23, 2023

Number of Bidders: 4

Desert Fox Paving	\$3,768,932.53 including GRT
Pacheco Construction	\$5,413,404.66 including GRT
GM Emulsion	\$4,885,579.10 including GRT
Cordova Contracting & Development	\$4,189,519.66 including GRT

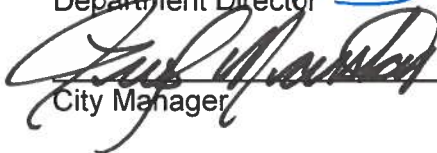
**Fiscal Impact:** None

**Attachments:** Engineers recommendation and bid tab.

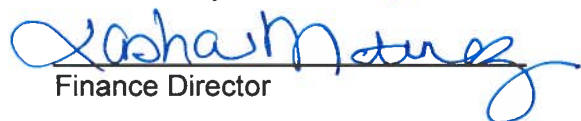
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Manager

Reviewed By:

  
\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



March 30, 2023

City of Las Vegas  
Mr. Leo Maestas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

**RE: Legion Drive Reconstruction Project, TPF HW2LP40020  
Bid Tabulation & Recommendation of Award**

Dear Mr. Maestas:

We have tabulated the bids received at the bid opening held Thursday, 3/23/2023 for the above-referenced project. As shown on the attached certified Bid Tabulation, the apparent low bidder is Desert Fox, LLC of Peralta, New Mexico.

We have consulted the website of the New Mexico Regulation & Licensing Department, Construction Industries Division, and have verified that Desert Fox, LLC has an active New Mexico Contractor License Number of 367698. The attached printout indicates that they currently hold GF04, GF09, GA01, GA04, and GB98 license classifications. Based on our review of the description of each license classification, it appears that Desert Fox, LLC. has the proper license classifications to accomplish the scope of work outlined for this contract.

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

Based on their lowest responsive bid and the information verified above, we recommend that the Base Bid for the Legion Drive Reconstruction Project to be awarded to Desert Fox, LLC. in the amount of \$3,768,932.53 inclusive of NMGRT. We recommend that Additive Alternate #1 and Additive Alternate #2 not be awarded at this time due to budget constraints.

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

**MILLER ENGINEERING CONSULTANTS, INC.**

Verlyn A. Miller, P.E.  
President

VAM:vam  
Enclosures

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

**BID TABULATION**  
**Legion Drive Reconstruction Project 2023-09, TPF #HW2LP40020**  
**City of Las Vegas, New Mexico**  
**BID OPENING: March 23, 2023 @ 2:00PM**

Bid Lot #1					Engineers Estimate		Desert Fox, LLC		Cordova Contracting & Development, LLC		GM Emulsion, LLC		Pacheco Construction & Trucking	
SEQ NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	209000	Unclassified Excavation	CY	5,500	\$ 20.00	\$ 110,000.00	\$ 19.25	\$ 105,875.00	\$ 5.40	\$ 29,700.00	\$ 15.00	\$ 82,500.00	\$ 20.00	\$ 110,000.00
2	207000	Subgrade Preparation - 12"	SY	25,200	\$ 12.00	\$ 302,400.00	\$ 12.00	\$ 302,400.00	\$ 3.65	\$ 91,980.00	\$ 12.00	\$ 302,400.00	\$ 15.00	\$ 378,000.00
3	303160	Base Course - 6"	SY	25,200	\$ 8.00	\$ 201,600.00	\$ 20.50	\$ 516,600.00	\$ 8.45	\$ 212,940.00	\$ 15.00	\$ 378,000.00	\$ 39.00	\$ 982,800.00
4	418000	Minor Paving - 3-1/2"	SY	25,200	\$ 25.00	\$ 630,000.00	\$ 31.85	\$ 802,620.00	\$ 92.50	\$ 2,331,000.00	\$ 52.50	\$ 1,323,000.00	\$ 48.00	\$ 1,159,200.00
5	570425	18" Storm Drain Pipe	LF	90	\$ 85.00	\$ 7,650.00	\$ 135.00	\$ 12,150.00	\$ 87.50	\$ 7,875.00	\$ 100.00	\$ 9,000.00	\$ 175.00	\$ 15,750.00
6	570437	24" Storm Drain Pipe	LF	1,350	\$ 110.00	\$ 148,500.00	\$ 250.00	\$ 337,500.00	\$ 116.75	\$ 160,312.50	\$ 120.00	\$ 162,000.00	\$ 230.00	\$ 310,500.00
7	601000	Removal of Structures and Obstructions	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 110,000.00	\$ 110,000.00	\$ 4,500.00	\$ 4,500.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
8	801110	Removal of Surfacing	SY	26,500	\$ 8.00	\$ 159,000.00	\$ 6.00	\$ 159,000.00	\$ 3.75	\$ 99,375.00	\$ 10.00	\$ 265,000.00	\$ 5.00	\$ 132,500.00
9	803270	SWPPP Plan Preparation	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,250.00	\$ 1,250.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00
10	803280	SWPPP Management & Maintenance	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
11	608004	Concrete Sidewalks 4"	SY	3,000	\$ 65.00	\$ 195,000.00	\$ 64.00	\$ 192,000.00	\$ 12.50	\$ 37,500.00	\$ 130.00	\$ 390,000.00	\$ 65.00	\$ 195,000.00
12	608006	Concrete Sidewalks 6"	SY	1,650	\$ 100.00	\$ 165,000.00	\$ 76.00	\$ 125,400.00	\$ 18.50	\$ 30,525.00	\$ 140.00	\$ 231,000.00	\$ 100.00	\$ 165,000.00
13	608406	Conc. Med PvmL 6" (Color and Patn)	SY	60	\$ 150.00	\$ 9,000.00	\$ 130.00	\$ 7,800.00	\$ 22.50	\$ 1,350.00	\$ 150.00	\$ 9,000.00	\$ 150.00	\$ 9,000.00
14	608324	Concrete Sloped Curb & Gutter - 6"x24"	LF	550	\$ 40.00	\$ 22,000.00	\$ 38.00	\$ 19,800.00	\$ 42.00	\$ 23,100.00	\$ 40.00	\$ 22,000.00	\$ 55.00	\$ 30,250.00
15	609424	Concrete Vertical Curb & Gutter Type B - 6"x24"	LF	5,800	\$ 40.00	\$ 232,000.00	\$ 36.00	\$ 208,800.00	\$ 45.00	\$ 261,000.00	\$ 40.00	\$ 232,000.00	\$ 48.00	\$ 278,400.00
16	618000	Traffic Control Management	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 6,700.00	\$ 6,700.00	\$ 100,000.00	\$ 100,000.00	\$ 115,000.00	\$ 115,000.00
17	621000	Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 65,000.00	\$ 65,000.00	\$ 350,000.00	\$ 350,000.00	\$ 400,000.00	\$ 400,000.00
18	623382	Curb Inlet Single Type C 0' TO 4'	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 11,750.00	\$ 11,750.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
19	623393	Curb Inlet Double Type C 0' TO 4'	EA	5	\$ 17,500.00	\$ 87,500.00	\$ 16,000.00	\$ 80,000.00	\$ 22,500.00	\$ 112,500.00	\$ 25,000.00	\$ 125,000.00	\$ 26,000.00	\$ 130,000.00
20	662048	Manhole Type E - 4' Diameter over 6' to 10' Depth	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 14,000.00	\$ 42,000.00	\$ 16,750.00	\$ 50,250.00	\$ 25,000.00	\$ 75,000.00	\$ 30,000.00	\$ 90,000.00
21	662400	Manhole Adjustment	EA	17	\$ 1,200.00	\$ 20,400.00	\$ 1,700.00	\$ 28,900.00	\$ 1,675.00	\$ 28,475.00	\$ 2,500.00	\$ 42,500.00	\$ 3,500.00	\$ 59,500.00
22	663655	Adjust Valve Box to Grade	EA	10	\$ 1,200.00	\$ 12,000.00	\$ 1,250.00	\$ 12,500.00	\$ 970.00	\$ 9,700.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00
23	663665	Adjust Water Meter to Grade	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,250.00	\$ 2,500.00	\$ 675.00	\$ 1,350.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
24		Utility Relocation Allowance	Allow	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
25		Laboratory Testing Allowance	Allow	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
26	702810	Traffic Control Devices for Construction	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 55,000.00	\$ 55,000.00	\$ 25,000.00	\$ 25,000.00	\$ 100,000.00	\$ 100,000.00	\$ 65,000.00	\$ 65,000.00
27	704000	Retroreflectorized Painted Markings 4"	LF	44,000	\$ 2.00	\$ 88,000.00	\$ 0.40	\$ 17,600.00	\$ 1.75	\$ 77,000.00	\$ 0.35	\$ 15,400.00	\$ 2.00	\$ 88,000.00
28	704004	Retroreflectorized Painted Markings 12"	LF	600	\$ 4.00	\$ 2,400.00	\$ 8.00	\$ 4,800.00	\$ 5.25	\$ 3,150.00	\$ 6.50	\$ 3,900.00	\$ 7.00	\$ 4,200.00
29	704006	Retroreflectorized Painted Markings 24"	LF	100	\$ 8.00	\$ 800.00	\$ 10.00	\$ 1,000.00	\$ 12.75	\$ 1,275.00	\$ 9.00	\$ 900.00	\$ 9.00	\$ 900.00
30	704009	Retroreflectorized Painted Marking Right Turn Arrow	EA	7	\$ 50.00	\$ 350.00	\$ 125.00	\$ 875.00	\$ 850.00	\$ 5,950.00	\$ 150.00	\$ 1,050.00	\$ 275.00	\$ 1,925.00
31	704011	Retroreflectorized Painted Marking Thru Arrow	EA	50	\$ 50.00	\$ 2,500.00	\$ 125.00	\$ 6,250.00	\$ 850.00	\$ 42,500.00	\$ 150.00	\$ 7,500.00	\$ 225.00	\$ 11,250.00
32	704012	Retroreflective Painted Marking Word (Only)	EA	4	\$ 50.00	\$ 200.00	\$ 159.00	\$ 636.00	\$ 1,350.00	\$ 5,400.00	\$ 130.00	\$ 520.00	\$ 400.00	\$ 1,600.00
33	704732	Retroreflective Painted Marking Bicycle	EA	17	\$ 50.00	\$ 850.00	\$ 104.00	\$ 1,768.00	\$ 1,975.00	\$ 33,575.00	\$ 100.00	\$ 1,700.00	\$ 300.00	\$ 5,100.00
34	801000	Construction Staking By the Contractor	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 12,750.00	\$ 12,750.00	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	\$ 90,000.00
<b>SUBTOTAL</b>						\$ 2,794,550.00		\$ 3,481,024.00		1 \$ 3,869,482.50		\$ 4,512,370.00		\$ 4,999,875.00
<b>NMGRT @ 8.2708%</b>						\$ 231,131.64		\$ 287,908.53		1 \$ 320,037.16		\$ 373,209.10		\$ 413,528.66
<b>TOTAL</b>						\$ 3,025,681.64		\$ 3,768,932.53		1 \$ 4,189,519.66		\$ 4,885,579.10		\$ 5,413,404.66



Additive Alternate #1- 5" HMA Section (If accepted, this item will replace Item 416000 in the Base Bid)

SEQ NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QTY	Engineers Estimate		Desert Fox, LLC		Cordova Contracting & Development, LLC		GM Emulsion, LLC		Pacheco Construction & Trucking	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	416000	Misc Paving - 2-1/2"	SY	50,400	\$ 22.00	\$ 1,108,800.00	\$ 24.00	\$ 1,209,600.00	\$ 108.75	\$ 5,481,000.00	\$ 35.00	\$ 1,784,000.00	\$ 42.50	\$ 2,142,000.00
SUBTOTAL						\$ 1,108,800.00		\$ 1,209,600.00		\$ 5,481,000.00		\$ 1,784,000.00		\$ 2,142,000.00
NMGRT @ 8.2708%						\$ 91,706.63		\$ 100,043.60		\$ 453,322.55		\$ 145,896.91		\$ 177,160.54
TOTAL						\$ 1,200,506.63		\$ 1,309,643.60		\$ 5,934,322.55		\$ 1,909,896.91		\$ 2,319,160.54

Additive Alternate #2- Street Lighting

SEQ NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QTY	Engineers Estimate		Desert Fox, LLC		Cordova Contracting & Development, LLC		GM Emulsion, LLC		Pacheco Construction & Trucking	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1		Solar PV Street Lighting, CIP	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 640,000.00	\$ 640,000.00	\$ 18,500.00	\$ 18,500.00	\$ 550,000.00	\$ 550,000.00	\$ 600,000.00	\$ 600,000.00
SUBTOTAL						\$ 200,000.00		\$ 640,000.00		\$ 18,500.00		\$ 550,000.00		\$ 600,000.00
NMGRT @ 8.2708%						\$ 16,541.60		\$ 52,933.12		\$ 1,530.10		\$ 45,489.40		\$ 49,624.80
TOTAL						\$ 216,541.60		\$ 692,933.12		\$ 20,030.10		\$ 595,489.40		\$ 649,624.80

1 bid amount total adjusted to account for allowances set by engineer that were left out of bid total.

I hereby certify that the above figures are the same as those submitted in the bid proposals except for corrected items marked with an (\*), if applicable. Corrections based on Unit Price per Specifications

*V.A. Miller* 3/31/23  
 Verlyn A. Miller I.E.





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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/2023

**Department:** Public Works

Item Topic: approval of a lease agreement for hangar space for up to 10 years, to Ray Valdez at the City of Las Vegas Municipal Airport.

Fiscal Impact: None

Attachments: Copy of lease agreement

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

Approved for submittal by:

Reviewed by:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home rule municipality (“City”) and Raymond Valdez (“Lessee”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to as “Parties.”

### Recitals

Whereas, the City owns property commonly referred to as the Las Vegas municipal airport (“Airport”); and

Whereas, the City desires to lease that certain Premises defined below, located at the Airport, to Lessee and Lessee desires to lease the Premises from the City pursuant to the terms of this Agreement; and

Whereas, Lessee desires to lease hangar space for the purposes of storing aircraft and performing other activities related to said storage.

Now, therefore, in consideration of the foregoing recitals and any attached exhibits, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee and the City agree to be bound by the terms of this Agreement.

1. Definitions. In addition to the capitalized terms created and defined throughout this Agreement, the following words in this section shall have their respective meanings, unless the context clearly shall indicate some other meaning.

a. “EPA” shall mean the United States Environmental Protection Agency and/or any federal, state or local agency, or governmental entity, succeeding to, or being delegated with the jurisdiction, function or responsibility of the EPA.

b. “FAA” shall mean the Federal Aviation Administration of the United States, or any federal agency succeeding to the FAA’s jurisdiction or function.

c. “FAR” shall mean Federal Aviation Regulations and shall include, without limitation, all regulations, policies, statements and directives promulgated or issued by the FAA.

d. “TSA” shall mean the Transportation Security Administration of the United States, or any federal agency succeeding to the TSA’s jurisdiction or function.

e. “Governmental Requirements” shall mean all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards and rulings, as amended or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity

authorized to enact rules, regulations, laws, standards or policies applicable to Lessee's use of the Airport or the Premises (defined below), or the improvements on the Premises.

f. "Regulated Substances" shall mean any and all substances, chemicals, waste, sewage or other materials which are now or hereafter regulated, controlled, prohibited by any local, state or federal law or regulation requiring removal, warning or restrictions on the use, generation, storage, disposal or transportation thereof.

2. Premises. The City hereby leases to Lessee, and Lessee hereby leases from the City, the area commonly known as upper hangar #2, which is hangar space shared in common with multiple other hangar lessees. The Premises is located at the Airport.

3. Term. The term of this Agreement ("Term") shall commence on the Effective Date and expire in five (5) years ("Expiration Date"), unless otherwise terminated as provided in this Agreement. All obligations which have been incurred by Lessee as of the termination or expiration of this Agreement shall survive such termination or expiration.

4. Option to Extend. During the period of time commencing one (1) year prior to the Expiration Date and ending thirty (30) days prior to the expiration date of this Agreement ("Option Period"), Lessee shall have the option ("Option") to extend the Term for a period of five (5) years ("Extended Term") immediately following the Term, upon the following terms and conditions:

a. Lessee shall not be in default of this Agreement during the option period;

b. Lessee shall deliver to the City Manager and City Council during the Option Period written notice of Lessee's exercise of the Option;

c. All terms and conditions of this Agreement shall remain in full force during the Extended Term, with the exception of Rent, which will be set forth under Section 21.

5. Surrender of Possession; Holding Over. Except as otherwise expressly provided in this Agreement, at the termination or expiration of the Term or Extended Term, Lessee agrees to promptly and peacefully surrender to the City possession of the Premises and all improvements and fixtures that exist at that time in as good condition as existed at the Effective Date, normal wear and tear excepted. If Lessee shall hold over after the termination or expiration of the Term or Extended Term, all rates, fees and/or charges shall increase at the rate of fifty percent (50%) per annum.

6. Lease. The City hereby offers and leases to Lessee, and Lessee hereby accepts and leases from the City, the Premises for the Term, subject to the terms, provisions and conditions of this Agreement, for the purpose of storing aircraft and performing activities related to such storage. Lessee has inspected the Premises, waives any further inspection or due diligence period for inspection, and accepts the Premises in "as-is" condition.

7. Navigation Easement, Waiver and Release. The City reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in

accordance with applicable standards and/or Governmental Requirements, together with the right to prevent Lessee or any other entity from erecting or permitting to be erected any antenna, equipment, building or other facility or structure at the Airport (other than the buildings and facilities to be constructed in compliance with and pursuant to the plans and specifications approved pursuant to this Agreement) which would conflict with said standards and/or Governmental Regulations. The City reserves for itself and others as the City may designate from time to time an aviation easement in, over and across the airspace above the Premises and the unrestricted right to subject the Premises to such noise, vibration and disturbance as may result from the flight, take off and landing of aircraft, warm up of engines, testing of engines or motors, and other aviation related activities. Lessee hereby forever waives, discharges and releases any right, damage, injury or cause of action that Lessee may now have or may have in the future against the City or Airport regarding or related to any noise, vibrations, fumes, dust, fuel, particles and other matters that may be caused or may have been caused by the operation of aircraft at the Airport.

8. Reservation of Mineral and Water Rights. The City reserves any and all right, title and interest in and to all minerals and/or water, whether solid, gaseous or liquid, in, on or under the Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Premises.

9. City Representations. The City makes no representations or warranties, either express or implied, as to the condition of the Premises or whether the Premises is suitable for Lessee's purposes and needs. The City reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter, lease and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as the City may see fit in the City's sole discretion, and free from any liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned during the making of such improvements, repairs, alterations, reconstructions, and additions to the Airport.

10. No Joint Venture or Partnership. Nothing in this Agreement is intended to, or shall, be construed in any way as creating or establishing any partnership, joint venture or association or to make the Lessee an agent, representative or employee of the City for any purpose or in any manner whatsoever. Lessee is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Lessee, its agents, invitees, employees or subcontractors are not employees or agents of the City for any purpose whatsoever.

11. Use of Premises. Lessee shall be entitled to use the Premises to operate a hangar for the purposes of storing aircraft, vehicles, equipment, and performing other activities related to said storage of aircraft consistent with FAA standards.

12. General Use of Airport. Subject to the terms, conditions and covenants in this Agreement, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport and runways, taxiways, aprons, lighting, navigation aids, and other facilities required for the operation of aircraft.

13. Security. Lessee, at its sole cost and expense, shall comply with the Airport security plan. Lessee shall require all persons entering the Premises to comply with the Airport security plan and Airport rules and regulations, as amended.

14. Compliance with Laws. Lessee shall not permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, government rule or regulation now in force or which may be enacted or promulgated after the Effective Date. Lessee, at its sole cost and expense, shall comply with all laws, statutes, ordinances, rules, regulations and requirements regarding the Premises, affecting the condition of the Premises, or Lessee's use of the Premises.

15. Improvements. Upon prior written approval of the City, Lessee shall be entitled to construct new improvements which fully comply with all applicable laws and regulations, to the Premises, and to use them, in a manner consistent with all applicable laws and regulations. Title to all improvements constructed by Lessee shall be free and clear, and remain in the City.

16. Plans and Specifications. All plans and specifications for any new improvements to the Premises shall be prepared by Lessee, at Lessee's sole expense, and in compliance with all Governmental Requirements. Lessee shall provide to the City copies of permits, licenses and any other documents required for construction of the improvements. Upon receipt of a construction application from Lessee, the City shall have sixty (60) days to approve the same, or otherwise provide written objections to Lessee. If the City does not, within sixty (60) days after actual receipt by the City of the submitted plans and specifications or changes and amendments thereto, give written notice of the disapproval or objection to features thereof, the approval of the City shall be deemed to have been given with respect to such plans or specifications or such changes and amendments thereto. Upon the City's approval of the final plans and specifications, Lessee may proceed with construction, on the condition that Lessee's construction of improvements shall not be permitted to adversely affect existing improvements, other Airport users, Airport property or other property contiguous to the Airport. Lessee shall not remove or otherwise alter any portion of the Premises without prior written consent of the City.

17. Intentionally Deleted.

18. Weight Limitations. Lessee hereby acknowledges that the roadways, taxilanes, ramps and aprons located at the Airport wherein the Premises is located have the following weight limits:

Taxiways: (A) Asphalt S40 D50, (B) Asphalt S15, (C) Asphalt S40, D50  
Aprons: (General Aviation) Asphalt S30, (Heavy Aircraft) Concrete S40 D50

Lessee shall be responsible for all damage or destruction caused by utilization of Airport roadways, taxilanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee.

19. No Liens, Encumbrances or Subordination. Lessee shall timely pay or satisfy any and all claims of any entity who has performed labor or provided materials to Lessee regarding any of Lessee's improvements. Lessee shall not take any action, or fail to take any action, that would result in any lien, mortgage, deed of trust or encumbrance to be filed or recorded against the

Premises, except as specifically provided herein. At no time shall the City subordinate any interest held by the City in the Premises to the lien or interest of any lender.

20. Rent during Term. During the Term, Lessee shall pay to the City an annual rental amount for the Premises (“Rent”) in accordance with the schedule below (which reflects a mandatory 5% increase each year):

<u>Time Period</u>	<u>Monthly Rent</u>
2022	\$ 150.00
2023	\$ 157.50
2024	\$ 165.38
2025	\$ 173.65
2026	\$ 191.45
Extended Term	
2027	\$ 201.02
2028	\$ 211.07
2029	\$ 221.62
2030	\$ 239.35
2031	\$ 251.27

Said Rent shall be paid monthly to the City, and all amounts due under this Agreement shall be due without prior notice or demand. The City shall first apply any sum paid by Lessee to past due rent, and the City may accept any payment without prejudice to the City’s rights to recover any sum or pursue other remedies provided by this Agreement or by law, and without waiving any default under this Agreement. The first installment shall be paid by Lessee on or before the Effective Date, and all consecutive subsequent payments shall be paid in advance no later than the first day of each month succeeding the Effective Date; provided that if the Agreement is terminated in accordance with the provisions herein, the City will not refund any amounts to Lessee. All Rent shall be absolutely net to the City so that this Agreement shall yield to the City the full amount of the Rent through the Term and Extended Term without deduction or offset. If Lessee fails to timely pay any amount required under this Agreement, such unpaid amount shall bear interest at the rate of twenty percent (20%) per annum.

21. Rent during Extended Term. During the Extended Term, Lessee shall pay Rent based on the Rent schedule as shown in Section 20.

22. Contingent upon Payment. The City’s grant of rights, facilities and privileges to Lessee under this Agreement shall be conditional on the full and timely payment of the rentals, fees and charges required of Lessee and all other obligations of Lessee under this Agreement. Lessee shall timely pay all taxes, fees, assessments and levies that relate to Lessee’s use of the Premises or the Airport.

23. City’s Lien. The City shall have the first and highest priority lien, senior to all others, on every right and interest of Lessee resulting from this Agreement, on all improvements and fixtures to the Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by

Lessee, and for the purpose of securing the performance of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee.

24. Utility Service and Access to Premises. Lessee, at its sole expense, shall be responsible for the installation, relocation, modification and maintenance of the Premises and all utility services on the Premises, with the sole exception of electricity. Lessee shall not use electricity to heat or cool the Premises. This shall include without limitation any janitorial services, landscaping maintenance services, gas, telephone, heat, water, sewer and all other utilities not expressly included herein. Lessee shall timely pay as any utility charges which come due during Lessee's construction, operation, maintenance, use, repair and upkeep of the Premises and the improvements thereon. Upon twenty-four (24) hours prior notice, the City reserves the right to enter the Premises as provided in this Section 24 and the same does not constitute a trespass upon the Premises or a violation of any Lessee's rights. The City shall have the right to enter the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards, and such an emergency entry by the City shall not constitute a trespass or violation of Lessee's rights.

25. Lessee's Maintenance of Premises. Lessee, at its sole expense, shall perform the regular maintenance to the Premises, and shall keep the Premises in a clean and orderly condition and appearance. Lessee shall conduct its operations at the Airport in an orderly and safe manner so as not to annoy, disturb or be offensive to others at the Airport. Lessee shall not permit the accumulation or any rubbish, trash, weeds, overgrown vegetation or other waste material on the Premises. Except as approved by applicable authorities, Lessee shall not store any substance likely to constitute a fire, safety or security hazard on the Premises. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of at the Airport, except as otherwise specifically provided herein. Lessee, at its sole expense, shall be responsible to clean up, remove and remediate any substances brought onto the Premises during the Term by Lessee that would violate applicable laws.

26. Indemnity and Insurance. Lessee shall indemnify, protect, defend and hold harmless the City and its employees from and against any and all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all costs for investigation and defense thereof, of any nature whatsoever arising out of Lessee's use of the Premises and the Airport and Lessee's use or storage of Regulated Substances. The provisions of this section shall survive the expiration or termination of this Agreement. Lessee shall provide and keep in force throughout the Term of this Agreement, at Lessee's sole expense, with the City named as an additional insured, general liability insurance that includes premises liability coverage with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, including without limitation contractual liability coverage for Lessee's performance of the indemnity portions of this Agreement and commercial property insurance (including mobile equipment coverage, if applicable) issued on a replacement cost basis under special form coverage. Lessee is solely responsible for any damage to Lessee's aircraft(s) and other property located on the Premises, and Lessee may obtain insurance coverage for Lessee's property, aircraft and/or any other insurance that Lessee desires.



27. Regulated Substances. Lessee shall not cause or permit any Regulated Substance to be brought upon, generated, stored or used in or about the Airport or Premises by Lessee, its agents, employees, contractors or invitees, except for such Regulated Substances of the type and quantity as necessary to Lessee's purpose of storing aircraft and performing activities related to such storage, and with prior written notice provided to the City. Any and all use or storage of Regulated Substances by Lessee shall comply with all applicable laws and regulations, and shall be at the sole expense of Lessee.

28. Events of Default. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean any one or more of the following:

a. Lessee shall fail to pay City when due and owing any rentals, fees or charges payable hereunder;

b. Except as set forth under Section 19, Lessee shall not (i) mortgage, pledge or encumber any portion of its interest in this Agreement, (ii) subject the Premises to any lien, or (iii) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in this Agreement, except in accordance with the provisions hereof;

c. Lessee shall breach any term, provision, condition, obligation or covenant under this Agreement; or

d. If Lessee commits an event of default as set forth in this Section 28, except timely payment of all amounts due under this Agreement, and such failure shall continue without being fully remedied for five (5) days after the City has given notice to Lessee.

29. Remedies. Whenever an event of default occurs, and upon Lessee's failure to cure in five (5) days after notice, the City may pursue any available right or remedy under law or equity, including without limitation:

a. After fifteen (15) days after notice to Lessee expires, the City shall terminate this Agreement with notice to Lessee. The City shall re-enter and take possession and control of the Premises and Lessee shall surrender the Premises to the City.

b. As an alternative, the City, in its sole discretion, may decide not to terminate this Agreement, in which event Lessee shall continue to perform all requirements under this Agreement, notwithstanding any entry or re-entry by the City, or the commencement of any lawsuit.

c. If the City takes possession of the Premises upon Lessee's default, the City may expel Lessee and those claiming through or under Lessee and remove any property from the Premises.

30. Nonwaiver. Neither the waiver by the City of any breach by Lessee of any provision of this Agreement, nor any forbearance, shall operate as a waiver of any other breach by Lessee.

31. Assignment of Interest. The City may transfer or assign any portion or all of its interest in this Agreement to any successor in interest. Lessee shall not assign, sublet or encumber the Premises, or any portion thereof, including any improvements thereon, without the City's prior written consent.

32. Notices. All notices or any other documents or communications required to be given under this Agreement shall be sent to the following addresses:

If to the City of Las Vegas:

City of Las Vegas  
Attn: City Manager  
1700 North Grand Ave.  
Las Vegas, New Mexico 87701

City of Las Vegas  
Attn: City Attorney  
1700 North Grand Ave.  
Las Vegas, New Mexico 87701

City of Las Vegas Municipal Airport  
910 Airport Road  
Las Vegas, New Mexico 87701

If to Lessee:

Raymond Valdez  
1812 Romero Street  
Las Vegas, NM 87701

33. Severability. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect.

34. Entire Agreement; Amendment. This Agreement as written herein is the entire agreement of the City and Lessee, and replaces any other prior or additional agreements between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Lessee. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement. This Agreement may be amended only by a written instrument signed by the City and Lessee.

35. Execution in Counterparts; Choice of Law; Signatory Authority. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall

constitute but one and same instrument. A copy of this Agreement shall have the same force and effect as the original. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue for any lawsuit or dispute shall be the Fourth Judicial District Court in San Miguel County, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity.

36. Attorney's Fees and Costs. If either Party shall hire legal counsel regarding the enforcement of this Agreement, then the prevailing party shall be entitled to its reasonable attorney's fees and costs.

37. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its 'public employees' as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

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

CITY OF LAS VEGAS  
Approved By:

LESSEE:

\_\_\_\_\_  
Leo Maestas, City Manager

\_\_\_\_\_  
Raymond Valdez

Attest:

\_\_\_\_\_  
City Clerk



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/23

**Department:** Utilities Division

**Item/Topic:** Award RFP #2023-10 for On-Call Commercial Plumbing Services to New Image Construction, All In One Excavation, Hays Plumbing & Heating

Advertised: 03/03/2023; Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening: 03/29/2023

Number of Proposers: 3 – New Image Construction INC  
All In One Excavation LLC  
Hays Plumbing & Heating INC

**Fiscal Impact:** Paid for through City funding based on project


**Attachments:** Original proposal, proposal opening sheet, proposals received

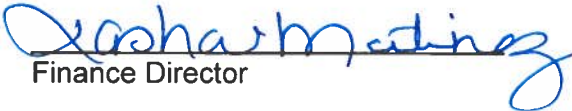
**Committee Recommendation:** This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

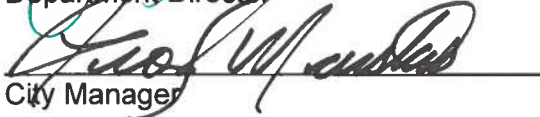
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK’S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 pm, March 29, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**ON CALL COMMERCIAL PLUMBING SERVICE.**

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

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico

87701; with the envelope marked **ON CALL COMMERCIAL PLUMBING SERVICE.** Opening No. 2023-10 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Leo J. Maestas  
Leo J. Maestas, City Manager

Janice A. Vukobratovic  
New Mexico Local Government Law

Cassandra Fresquez  
Cassandra Fresquez, City Clerk

Tasha Martinez  
Tasha Martinez, Finance Director

Natalie Vigil  
Natalie Vigil, Purchasing Officer

Opening No. 2023-10

Date Issued: 2/23/2023

Published: Las Vegas Optic

March 3, 2023

Albuquerque Journal

March 3, 2023

www.lasvegasnm.gov

March 3, 2023

**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

SERVICE (S): **ON CALL COMMERCIAL PLUMBING SERVICE.**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

### AWARDED PROPOSAL

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

### TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: March 29, 2023; 2:00 am/pm, at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for \_\_\_\_\_, 2023. The successful offeror will be notified by mail.

### ENVELOPES

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

### COPIES

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

### LABELS

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

### BRIBERY AND KICKBACK

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

### RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_



## NEW MEXICO TAX IDENTIFICATION NUMBER

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

## SPECIAL NOTICE

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

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

## NEGOTIATION

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

## CONTRACT

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

## TAXES:

Bidder must pay all applicable taxes.

## NOTE:

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Title (position)

**--OR--**

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

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

---

Title (Position)

## **REQUEST FOR PROPOSALS FOR ON CALL COMMERCIAL PLUMBING SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for commercial plumbing services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide On Call Commercial Plumbing Services for Water Treatment Plant, Waste Water Treatment plant, Solid Waste, Gas and City of Las Vegas facilities on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. Repair, replacement, modification and new installation of sanitary sewer, domestic water, water and waste water production systems, wastewater & water transmission, and open channel transmission.
2. Tasks include maintenance to upgrade work such as: replace water piping, change water pumps, upgrade of fixtures, certification of backflow prevention devices and plumbing fixture replacement.
3. Provide trenching and backfilling work, including necessary clearing, grubbing and preparation of the site: removal and disposal of all debris; excavation and trenching as required; the handling, storage, transportation and disposal of all excavated material.
4. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
5. Contractor shall provide on-site supervision at all times for all of their work to be performed.

### **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

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

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

- 2.2 Submittal of Proposals: 1 original (1) & Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PROPOSAL FOR ON CALL COMMERCIAL PLUMBING SERVICES"**

on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

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

\*Note: Price cannot be a factor

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1 BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

#### 5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

### 6. INSTRUCTIONS TO OFFEROR

#### 6.1. REQUEST FOR PROPOSAL DOCUMENTS

##### 6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

##### 6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

##### 6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

#### 6.2 PROPOSAL SUBMITTAL PROCEDURES

##### 6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide six (6) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
  2. Campaign Contributions Disclosure Form
    - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
  3. Personnel Experience
    - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
  4. Licenses (if applicable)
    - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
  5. Experience in Specialized Services referenced in scope
    - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
  6. Documentation
    - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
  7. Financial (If Applicable)
    - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
  8. Additional Information
    - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to



be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

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

6.2.3 PREQUALIFICATION PROCESS

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

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

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

6.2.5 REJECTION OF SUBMITTED PROPOSALS

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

submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### 6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

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

#### 6.2.7 REJECTION OF CANCELLATION OF PROPOSALS

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

### 7. CONSIDERATION OF PROPOSALS

#### 7.1 RECEIPT, OPENING AND PROPOSALS:

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

#### 7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing

Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).

d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
  - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
  - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## **8. POST PROPOSAL INFORMATION**

### **8.1 PROTESTS**

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  1. State the reasons for the action taken; and
  2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

### **8.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

### **8.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

### **8.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

## **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

## **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).

- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

## 12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

## 12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.

- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance,

bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.

- g. Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262



## EVALUATION SHEET

### Offerors:

Proposal must address each of the following criteria.

<b>Rating Sheet For (applicant name):</b>		
<b>Item</b>	<b>Possible Points</b>	<b>Points Awarded</b>
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 29-Mar-2023

OPENING NO.: 2023-10

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): ON CALL COMMERCIAL  
PLUMBING SERVICE

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 New Image Construction Inc		—	—	✓	✓
2 All in One Excavation LLC		—	—	✓	✓
3 Hays Plumbing & Heating Inc		—	—	✓	✓
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>[Signature]</i>	CLV Purchasing
2 <i>[Signature]</i>	CLV - Inventory
3 Adrian Ellemund	CLV/PM
4 Tom Mathews	CLV/PM
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

*[Signature]*  
DATE: 3/29/23

OPENED BY: FINANCE DEPARTMENT

*[Signature]*  
DATE: 3 29 2023

COPIES TAKEN BY DEPT:

Adrian Ellemund  
DATE: 3/29/23

**SCORING MATRIX**  
**RFP 2023-10 ON-CALL PLUMBING SERVICES**

	NEW IMAGE CONSTRUCTION	ALL IN ONE EXCAVATION	HAYS PLUMBING
1. Specialized Services as defined in the Scope of Work 25 points	<u>Evaluator #1---25</u> <u>Evaluator #2---25</u> <u>Evaluator #3---25</u> <u>Evaluator #4---25</u> <u>Evaluator #5---24</u>	<u>Evaluator #1---20</u> <u>Evaluator #2---19</u> <u>Evaluator #3---20</u> <u>Evaluator #4---18</u> <u>Evaluator #5---20</u>	<u>Evaluator #1---24</u> <u>Evaluator #2---20</u> <u>Evaluator #3---24</u> <u>Evaluator #4---25</u> <u>Evaluator #5---25</u>
2. Capacity and Capability 25 points	<u>Evaluator #1---25</u> <u>Evaluator #2---25</u> <u>Evaluator #3---25</u> <u>Evaluator #4---25</u> <u>Evaluator #5---23</u>	<u>Evaluator #1---18</u> <u>Evaluator #2---15</u> <u>Evaluator #3---16</u> <u>Evaluator #4---16</u> <u>Evaluator #5---16</u>	<u>Evaluator #1---20</u> <u>Evaluator #2---15</u> <u>Evaluator #3---22</u> <u>Evaluator #4---20</u> <u>Evaluator #5---20</u>
3. Past Record and Performance 20 Points	<u>Evaluator #1---20</u> <u>Evaluator #2---20</u> <u>Evaluator #3---19</u> <u>Evaluator #4---20</u> <u>Evaluator #5---20</u>	<u>Evaluator #1---15</u> <u>Evaluator #2---14</u> <u>Evaluator #3---14</u> <u>Evaluator #4---15</u> <u>Evaluator #5---15</u>	<u>Evaluator #1---18</u> <u>Evaluator #2---17</u> <u>Evaluator #3---20</u> <u>Evaluator #4---15</u> <u>Evaluator #5---19</u>
4. Familiarity with City of Las Vegas and related services 15 Points	<u>Evaluator #1---15</u> <u>Evaluator #2---15</u> <u>Evaluator #3---14</u> <u>Evaluator #4---15</u> <u>Evaluator #5---13</u>	<u>Evaluator #1---15</u> <u>Evaluator #2---15</u> <u>Evaluator #3---15</u> <u>Evaluator #4---10</u> <u>Evaluator #5---15</u>	<u>Evaluator #1---15</u> <u>Evaluator #2---15</u> <u>Evaluator #3---15</u> <u>Evaluator #4---15</u> <u>Evaluator #5---15</u>
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	<u>Evaluator #1---9</u> <u>Evaluator #2---9</u> <u>Evaluator #3---9</u> <u>Evaluator #4---9</u> <u>Evaluator #5---9</u>	<u>Evaluator #1---10</u> <u>Evaluator #2---10</u> <u>Evaluator #3---10</u> <u>Evaluator #4---10</u> <u>Evaluator #5---10</u>	<u>Evaluator #1---6</u> <u>Evaluator #2---6</u> <u>Evaluator #3---6</u> <u>Evaluator #4---6</u> <u>Evaluator #5---6</u>
6. Resident/Veterans Preference 5 Points	<u>Evaluator #1---5</u> <u>Evaluator #2---5</u> <u>Evaluator #3---5</u> <u>Evaluator #4---5</u> <u>Evaluator #5---5</u>	<u>Evaluator #1---0</u> <u>Evaluator #2---0</u> <u>Evaluator #3---0</u> <u>Evaluator #4---0</u> <u>Evaluator #5---0</u>	<u>Evaluator #1---5</u> <u>Evaluator #2---5</u> <u>Evaluator #3---5</u> <u>Evaluator #4---5</u> <u>Evaluator #5---5</u>
<b>Totals</b>	488	371	434
	<u>Evaluator #1---99</u> <u>Evaluator #2---99</u> <u>Evaluator #3---97</u> <u>Evaluator #4---99</u> <u>Evaluator #5---94</u>	<u>Evaluator#1-78</u> <u>Evaluator #2-73</u> <u>Evaluator #3-75</u> <u>Evaluator #4-69</u> <u>Evaluator #5-76</u>	<u>Evaluator #1---88</u> <u>Evaluator #2---78</u> <u>Evaluator #3---92</u> <u>Evaluator #4---86</u> <u>Evaluator #5---90</u>
	<b>97.6</b>	<b>74.2</b>	<b>86.8</b>

# PROPOSAL

RFP NUMBER 2023-10

On Call Commercial Plumbing Service

Submitted to:

City of Las Vegas

1700 N Grand Ave

Las Vegas, NM 87701



Submitted by:

New Image Construction Inc.

HCR 72 Box 5 Ribera, NM 87560

505-699-0166

Email: [newimagemanzan@aol.com](mailto:newimagemanzan@aol.com)

March 29, 2023

## **Index**

**Section A:** *Offeror's Identification (authority to sign)*

**Section B:** *Campaign Contributions Disclosure Form*

**Section C:** *Personnel Experience*

**Section D:** *Licenses*

**Section E:** *Experience in Specialized Services referenced in scope*

**Section F:** *Documentation*

**Section H:** *Additional Information*

OFFEROR INFORMATION

OFFEROR: New Image Const. INC

AUTHORIZED AGENT: Johnny Manzanares

ADDRESS: HCR 72 Box 5 Ribera, NM 87560

TELEPHONE NUMBER (505) 699-0166

FAX NUMBER (575) 421-1222

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1426734512

NEW MEXICO CONTRACTORS LICENSE NO.: 36660612

SERVICE (S): ON CALL COMMERCIAL PLUMBING SERVICE.

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Johnny Manzanares state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
Signature

Subscribed and sworn to before me, this 27<sup>th</sup> day of March, 2023.

(SEAL)

STATE OF NEW MEXICO  
NOTARY PUBLIC  
TIFFANY C. SANCHEZ  
COMMISSION #1128808  
COMMISSION EXPIRES 06/08/2024

[Signature]  
Notary Public Signature  
My Commission Expires 06/08/2024

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 80-0568873  
SOCIAL SECURITY NUMBER: 525-21-6364

AWARDED PROPOSAL

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: March 29, 2023; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for \_\_\_\_\_, 2023. The successful offeror will be notified by mail.

ENVELOPES

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

COPIES

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

LABELS

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

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

## Professional References

1. Kevin Balciar  
Soleil West Architect  
11930 Menaul NE Suite 109  
Albuquerque, NM 87112  
505-250- 3053
2. Jonah Ruybal  
Molzen Corbin  
2701 Miles Road SE  
Albuquerque, NM 87106  
505-242-5700
3. Maggie Simms  
Souder Miller & Associates  
2904 Rodeo Park Drive  
Santa Fe, NM 87505  
505-473-9211

## Subcontractors

1. AUI, Inc.  
7420 Reading Ave SE,  
Albuquerque, NM 87105  
505-242-4848
2. Bogan Brothers Painting Co  
3435 Vassar Dr NE,  
Albuquerque, NM 87107  
505-898-8000



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

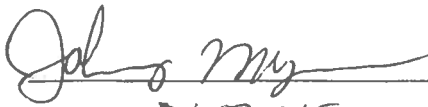
(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

--OR--

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

  
\_\_\_\_\_  
Signature *Owner*

3-29-23  
Date

## **Personnel Experience: (resumes available upon request)**

New Image Construction Inc. assigned Project Manager/ Foreman/ Superintendent/ Owner have the following minimum qualifications and experience: 30 years of extensive experience as a general contractor, a variety of construction site experiences including insights of inspection codes and standards, building work, concrete, remodels, equipment, maintenance, and OSHA Construction site safety regulations. New Image Construction Inc. also has utility work experience which consists of water mains, sewer mains, gravity sewer main, and forced sewer mains. New Image Construction Inc. has also managed a significant amount of utility and commercial construction projects.

### **Employees**

1. Gabriel Serna: 12 years of experience with utility work, equipment operating, and supervising. ?
2. Manuel Gutierrez: 10 years of experience with utility work, pipe fitting, and equipment operating.
3. Tommy Salazar: 20 years of experience with carpentry and operating equipment.
4. Isaac Trujillo: 12 years of experience with city utilities
5. Margarito Hernandez: 12 years of experience with utility work, pipe fitting, and labor.

# 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>

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

## STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION

### NEW IMAGE CONSTRUCTION INC.

LICENSE NUMBER

366062

Qualifying Party(5)

MANZANARES JOHNNY  
MANZANARES JOHNNY R

EXPIRES

06/30/2025

CLASSIFICATION(S)

SBB: GF09



*Chris Pinsky*  
2024-07-06

THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION

## City of Las Vegas, New Mexico BUSINESS LICENSE/REGISTRATION

BUSINESS: NEW IMAGE CONSTRUCTION, INC.

LIC. # 1060

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2023

APPROVED

Community Development

Business Owner



*Louie Trujillo*

Louie A. Trujillo

Mayor

Certificate Number:

L1426734512

THIS CERTIFICATE IS NOT TRANSFERABLE

*Stephanie Schardin Clarke*  
Cabinet Secretary

## RESIDENT CONTRACTOR CERTIFICATE

STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT

Issued to: NEW IMAGE CONSTRUCTION, INC

DBA: NEW IMAGE CONSTRUCTION, INC

HC 72 BOX 5  
RIBERA, NM 87560-9601

Expires: 17-Sep-2024

Current Projects

<b>Year</b>	<b>Owner's Name (s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Percentage Completed</b>	<b>Project Title &amp; Brief Description of Work Performed</b>
2023	City of Las Vegas 905 12 <sup>th</sup> St. Las Vegas, NM 87701	City of Las Vegas 905 12 <sup>th</sup> St. Las Vegas, NM 87701	\$238,195.76	95%	Sewer Repair Kemm Dr. Las Vegas, NM Sewer repair
2023	City of Las Vegas 905 12 <sup>th</sup> St. Las Vegas, NM 87701	City of Las Vegas 905 12 <sup>th</sup> St. Las Vegas, NM 87701	\$21,600.02	50%	Drop Rosen Wald Las Vegas, NM Drop Inlet and storm drain
2023	City of Las Vegas 905 12 <sup>th</sup> St. Las Vegas, NM 87701	City of Las Vegas 905 12 <sup>th</sup> St. Las Vegas, NM 87701	\$60,739.91	75%	Luna Manholes 3217 Weathers St. Las Vegas, NM Manholes/ sewer repair

Previous Projects

<b>Year</b>	<b>Owner's Name (s) Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Percentage Completed</b>	<b>Project Title &amp; Brief Description of Work Performed</b>
2022	City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701	Molzen Corbin 2701 Miles Rd. SE. Albuquerque, NM 87106	\$686,068.00	100%	Hannah Park Effluent Las Vegas, NM Utilities/ Water System
2017	City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701	Souder Miller & Associates Raymond Smith 2904 Rodeo Park Dr. Santa Fe, NM 87505	\$417,364.00	100%	The Construction of City of Las Vegas FEMA Flood Repairs
2015	City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701	Souder Miller & Associates George Mihalik 2904 Rodeo Park Drive Santa Fe, nm 87505	\$ 1,100,000	100%	Las Vegas Landfill Corrective Measures and Closure Project

**Section E: Experience in Specialized Services referenced in scope**

New Image Construction Inc. has several years of experience working with the City of Las Vegas specializing in utility work, water systems, installation of manholes, concrete, asphalt patching, installation of water meters, and sewer mains. New Image Construction Inc. Project Manager/ Foreman/ Superintendent/ Owner have an extensive amount of knowledge of the requirements and expectations set forth by the City of Las Vegas.

New Mexico Public Regulation Commission

Cynthia B. Hall (District 1) Patrick H. Lyons (District 2) Valerie Espinoza (District 3) Lynda Lovejoy (District 4) Sandy Jones (District 5)

Transportation Division  
Pipeline Safety Bureau

This certifies that

**Johnny Manzanares**

has attended the Excavation Law and Procedures Class conducted on February 28, 2017



*Jason N. Montoya*  
Jason N. Montoya, P.E., Pipeline Safety Bureau Chief

*Sefie Anaya*  
Sefie M. Anaya, Damage Prevention Supervisor



Associated Contractors of New Mexico



This card certifies the bearer has successfully completed program requirements including MUTCD Parts 1, 5 & 6, 2009 Edition for



Traffic Control Supervisor

2023

**Johnny Manzanares**

ACNM No.: 235450

Effective Date: 03/17/2023

Authorized Instructor:

Expiration Date: 03/17/2027

Tony Torres

ACNM 6135 Edith Blvd NE Albuquerque NM 87107 (505) 344-2072 acnm.org

Associated Contractors of New Mexico



This card certifies the bearer has completed the requirements of



Flagger Training

**Johnny Manzanares**

Effective Date: 03/08/2023

Authorized Flagger Trainer

Expiration Date: 03/08/2027

Tony Torres

ACNM 6135 Edith Blvd NE Albuquerque NM 87107 (505) 344-2072 acnm.org



26005196494

This fraud-resistant, durable card is provided by the Outreach Portal offering verified completion of the following course:  
**OSHA 10-Hour Construction Industry Outreach Training**

This card issued to:

**Johnny Manzanares**

**Charles S. Martinez**  
(Trainer Name)

**3/21/2015**  
(Date of Issue)

Verify training at [www.outreachportal.com](http://www.outreachportal.com) or scan code on the reverse side of this card.

**CITY OF LAS VEGAS**  
**REQUEST FOR PROPOSAL (RFP)**  
**Opening No. 2023-10**  
**ON CALL COMMERCIAL PLUMBING SERVICE**

**Prepared by: Gabriel Serna/Manuel Gutierrez**

**ALL IN ONE EXCAVATION, LLC**

**PO Box 2692**

**Las Vegas, NM 87701**



OFFEROR INFORMATION

OFFEROR: ALL IN ONE Excavation, LLC

AUTHORIZED AGENT: Gabriel Serna

ADDRESS: PO BOX 2692, Las Vegas, NM 87701

TELEPHONE NUMBER (505) 603-9510

FAX NUMBER ( ) N/A

DELIVERY: Net 30

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: 410347/C410347

SERVICE (S): ON CALL COMMERCIAL PLUMBING SERVICE.

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gabriel Serna state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
Signature

Subscribed and sworn to before me, this 15 day of March, 2023.

(SEAL)

STATE OF NEW MEXICO  
NOTARY PUBLIC  
TANYA RENEE ARRELLIN  
COMMISSION # 1128795  
EXPIRES JUNE 8, 2024

[Signature]  
Notary Public Signature  
My Commission Expires: 6/8/2024

CITY OF LAS VEGAS REQUEST FOR PROPOSAL (RFP)

RFP ID: 2023-10

ON CALL COMMERCIAL PLUMBING SERVICE

ALL IN ONE EXCAVATION, LLC

PO Box 2692

Las Vegas, NM 87701

Name: Gabriel Serna

Title: Owner

Phone: (505) 603-9510

Email: [Allin1excavation@gmail.com](mailto:Allin1excavation@gmail.com)

Name: Manuel Gutierrez

Title: Owner

Phone: (505) 795-5683

Email: [Allin1excavation@gmail.com](mailto:Allin1excavation@gmail.com)

NAME: Tanya Arrellin

Title: Administrator

Phone: (505) 718-6628

Email: [Allin1excavation@gmail.com](mailto:Allin1excavation@gmail.com)

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

--OR--

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

John A. [Signature] 3-15-23 \_\_\_\_\_  
Signature Date

## **SUBCONTRACTOR LIST:**

- BSN Engineering Consultants

Soil Testing/Water Testing

28 Bisbee Ct # 10

Santa Fe, NM 87508

(505) 473-7973

- Yolegro INC.

Welding

Estevan Ortega

945 Old Las Vegas HWY

Santa Fe, NM 87505

yolegro@gmail.com



**christine@constructionseminars.com**

Mar 28, 2023, 5:15 PM  
(19 hours ago)

Tanya,

Here is the approval amount/specs:

We can prequal this account for projects \$100k and below. They are looking at a 3.5% bond rate.

When you are ready to get a bond, you can complete the same application but input the project information. Please let me know if you have any questions.

Christine Howard  
Licensing & Bonding Specialist  
4927 Prospect Ave NE  
Albuquerque, NM 87110  
Office 505-883-3885 xt 1012  
Direct 505-389-7463  
Fax 505-883-4226

Romans 3:23 "For **all** have sinned, and come short of the glory of God;"

## SPECIALIZED SERVICES AS DEFINED IN THE SCOPE OF WORK:

- **El Creston Water Improvements** – 4" main, 2 manholes with CRV's installed, 4 flush hydrants installed, 12 – 4" gate valves, disinfection and hydro testing, rock excavation (350 cubic yards) traffic control & safety.
- **Upper Holman Water Improvements**- 2" water main, 2 manholes with 2 CRV's, 2 chlorination systems for existing wells.
- **Buena Vista Emergency Water improvements** – 2" water main, new well, new plumbing in well house, 2 man holes with CRV's, 4 – 2:" gate valves, 1-"frost free hydrant with shut off, traffic control and safety.
- **City of Las Vegas, Hannah Park Project:** Installation of 10" and 6" effluent line, installation 1 man hole with CRV, 1-6" hydrant, installation of 2 -6" gate valves, 3 – 10" gate valves, concrete repair, tie in to existing systems, traffic control, safety plan.
- **Ledoux Water Association:** Respond and repair 6" water main
- **Eldorado Horse Stables:** 2" Water Main Emergency Repair
- **Susan Demont:** Excavation, Cement foundation, block skirting, septic, water lines.

## *CAPACITY & CAPABILITY:*

ALL IN ONE EXCAVATION, LLC will provided excellent customer service, personal one on one meetings and will go above and beyond with our pricing to ensure The City of Las Vegas and Participating Entities are getting the most quality products and end products for their money.

Our customers are our main priority. We strive to always be on time, prepared and productive with our time and resources. We base our reputation and name on our quality work and performance. We prepare ahead of time and make sure all materials are available at the start of the job and routinely check for quality and workmanship. Service Contracts can be tailored to any specific job as needed.

## PAST RECORD OF PERFORMANCE:

Maggie Sims

Souder Miller

(505) 450-7595

[Maggie.sims@soudermiller.com](mailto:Maggie.sims@soudermiller.com)

Vidal Candelaria

Souder Miller

Inspector

(505) 929-1934

- **El Creston Water Improvements** – 4" main, 2 manholes with CRV's installed, 4 flush hydrants installed, 12 – 4" gate valves, disinfection and hydro testing, rock excavation (350 cubic yards) traffic control & safety.
- **Upper Holman Water Improvements**- 2" water main, 2 manholes with 2 CRV's, 2 chlorination systems for existing wells.
- **Buena Vista Emergency Water improvements** – 2" water main, new well, new plumbing in well house, 2 man holes with CRV's, 4 – 2:" gate valves, 1-"frost free hydrant with shut off, traffic control and safety.

Project Manager: Gabriel Serna, Superintendent: Manuel Gutierrez. All above projects completed within time frame and budget.

Molzen Corbin

(505) 242-5700

- **City of Las Vegas, Hannah Park Project:** Installation of 10" and 6" effluent line, installation 1 man hole with CRV, 1-6" hydrant, installation of 2 -6" gate valves, 3 – 10" gate valves, concrete repair, tie in to existing systems, traffic control, safety plan.

Project Manager: Gabriel Serna, Superintendent: Manuel Gutierrez. All above projects completed within time frame and budget.

Larry Barela

Lead Forman

Mora San Miguel Coop

(575) 760-2256



- **Ledoux Water Association:** Respond and repair 6" water main

Project Manager: Gabriel Serna, Superintendent: Manuel Gutierrez. All above projects completed within time frame and budget

Mike Rodgers, Operations Manager

Eldorado Community Improvement Association

(720) 561-0523

1 La Hacienda Loop

Santa Fe, NM 87508

[www.eldoradosf.org](http://www.eldoradosf.org)

**Eldorado Horse Stables:** 2" Water Main Emergency Repair

Daniel Chavez

Housing Consultant

(505) 946-8147

Zia Factory Outlet

02 Taylor Rd

Santa Fe, NM 87508

[Ziafactorynm.com](http://Ziafactorynm.com)

- **Susan Demont:** Excavation, Cement foundation, block skirting, septic, water lines.

## ***FAMILIARITY OF THE CITY OF LAS VEGAS:***

We have worked on different projects located through out the City of Las Vegas and surrounding areas. We are very familiar with the systems that the City of Las Vegas uses and have performed work for several departments.

**CURRENT VOLUME OF WORK WITH THE CITY OF LAS VEGAS**

ALL IN ONE EXCAVATION, LLC currently does not have any projects under contract with the City of Las Vegas

***RESIDENT PREFERENCE:***

ALL IN ONE EXCAVATION, LLC is within the city limits of Las Vegas, NM

***VETERANS PREFERENCE:***

NOT APPLICABLE

## ***Required Certifications:***

### **ALL IN ONE EXCAVATION, LLC**

- EIN#: 92-0531236
- NM GRT#: 03600792007
- City of Las Vegas Business License: #4486
- State of New Mexico County of San Miguel Business License: #1053
- (SAM.GOV/GSA) Unique Entity ID: FN64BFJH3LV4 / CAGE CODE: 9G0E3

### **Gabriel Serna (OWNER)**

License number: #410347, #C410347

GB02, GF09

*Years of experience: 17 yrs (2006-current)*

### **Manuel Gutierrez (OWNER)**

*Years of experience: 16 yrs. (2007-current)*

Michelle Lujan Grisham  
Governor

Clay Bailey  
Director

Linda M Trujillo  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **ALL IN ONE EXCAVATION, LLC**  
**PERMANENT LICENSE #410347**

*Located at:* **2219 R NEW MEXICO AVE, LAS VEGAS, NM 87701**

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

**GB02, GF09**

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

**UNLIMITED**

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

**11/14/2022**

*Clay Bailey*

\_\_\_\_\_  
*Signature of Contractor*

\_\_\_\_\_  
*Clay Bailey*  
Director

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

*State of New Mexico*

*Regulation & Licensing Department*



**Manufactured Housing Division**

*This is to certify that*

**ALL IN ONE EXCAVATION, LLC**  
**LICENSE NO. C410347**

Having complied with the provisions of the Manufactured Housing Act  
Is hereby granted a license to practice as a

**Crossover**

**THIS LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE**

ISSUE DATE:

DATE EXPIRES:

Issued:  
**1/6/2023**

Expires:  
**1/6/2024**

DIRECTOR

*Clay Bailey*





ALL IN ONE EXCAVATION, LLC

PO BOX 2692

LAS VEGAS, NM 87701

Email: [allin1excavation@gmail.com](mailto:allin1excavation@gmail.com)



The undersigned hereby guarantees all of the work required and performed by the contract, for the term of \_\_\_\_\_ from the date shown on the NOTICE OF COMPLETION as dated \_\_\_\_\_. ALL IN ONE EXCAVATION, LLC, also attaches herewith all manufacturers, and suppliers, written guarantees and warranties covering materials and equipment furnished under this contract. This warranty does not cover normal wear and tear, and/or product abuse or misuse. All IN ONE EXCAVATION, LLC reserves the right to inspect any and all claims of damage. Damage deemed to be the fault of ALL IN ONE EXCAVATION, LLC in workmanship or materials will be remedied at no cost to the owner. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_ BY: \_\_\_\_\_

ALL IN ONE EXCAVATION, LLC

Gabriel Serna (Owner)

Manuel Gutierrez (Owner)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

# PROPOSAL

COPY

*RFP NUMBER 2023-10*

*On Call Commercial Plumbing Service*

Submitted to:

City of Las Vegas

1700 N Grand Ave

Las Vegas, NM 87701



Submitted by:

**HAYS PLUMBING & HEATING, INC.**  
**600 RAILROAD AVENUE, LAS VEGAS, NM 87701**  
**505 425-7535**

**Email: [hays\\_plumbing@hotmail.com](mailto:hays_plumbing@hotmail.com)**

**March 29, 2023**

# Index

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**Section F-**

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OFFEROR INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave Las Vegas, NM 87701

TELEPHONE NUMBER (505)425-7535

FAX NUMBER ( ) \_\_\_\_\_

DELIVERY: 600 Railroad Ave Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1061474736

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

SERVICE (S): **ON CALL COMMERCIAL PLUMBING SERVICE.**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel }

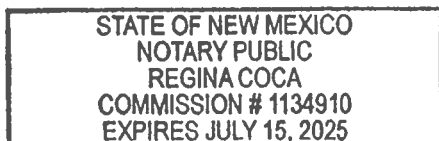
I, Gordon Hays state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays  
Signature

Subscribed and sworn to before me, this 29 day of March, 2023.

(SEAL)

Regina Coca  
Notary Public Signature  
My Commission Expires: July 15, 2025



## Affidavit of Offeror's Identification

Name of Offeror: Hays Plumbing & Heating, Inc.  
Address: 600 Railroad Ave Las Vegas, NM 87701  
Phone: 505 425-7535

I, Gordon Hays, holding the title and position of President at the firm, Hays Plumbing & Heating, Inc., affirm that I am authorized to speak on behalf of the company and owners on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

Hays has successfully worked with some of New Mexico's larger construction firms and local governments on small, medium, and large construction projects. Hays provides quality Mechanical Plumbing and Utility construction services to public entities and has served on several projects as the general contractor. Hays is also well known in the area for its work on roads, contract plumbing, utilities and other related construction projects for the local government and on private ranch lands.

Gordon Hays

Gordon Hays, Resident

STATE OF NEW MEXICO  
NOTARY PUBLIC  
REGINA COCA  
COMMISSION # 1134910  
EXPIRES JULY 15, 2025

NOTARY

STATE OF New Mexico )

COUNTY OF San Miguel )

Signed or attested before me, this 29 day of March, 20 23.

MY COMMISSION EXPIRES:

July 15, 2025

Regina Coca

Notary Signature

RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is:

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays  
Gordon Hays, President  
Hays Plumbing and Heating, Inc.

By: Jason Dale  
Jason Dale, Vice President  
Hays Plumbing and Heating, Inc.

By: Randy Joe Hays  
Randy Joe Hays, Treasurer  
Hays Plumbing and Heating, Inc.

By: Donna Hays  
Donna Hays, Secretary  
Hays Plumbing and Heating, Inc.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.



"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Title (position)

--OR--

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

Gordon Hays

03/29/2023

Signature

Gordon Hays

Date

President

## **Personnel Experience: (resumes available upon request)**

Hays assigned Project Manager / Foreman/ Superintendent have the following minimum qualifications and experience: at least 10 years' experience in the construction history of 15+ years. Have experience in many construction types as identified in project listing. Experience as a Project Manager/ Foreman/ Superintendent on one or more construction projects Valued at \$1.7 million or more.

### **Employees (include but not limited to):**

#### **Jason Ole Dale**

##### **Licenses and Certificates:**

Plumbing License #8243, Classifications MM98, GB98, GF-9  
Journeyman Plumber License #JPG 5867  
SMAW-AWS Pipe & Plate Welding

##### **Work Experience:**

Vice-President/Owner of Hays Plumbing & Heating, Inc. (Las Vegas, NM)  
Project Estimator & Supervisor  
Journeyman Plumber & Gas Fitter

#### **Randy J. Hays**

##### **Licenses and Certificates**

Journeyman Plumber – 1993 License #06836  
Journeyman Gas Fitter – 1993 License #06836  
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98  
General Contractors License – w/Hays GB98  
Trench Shoring Certified – 2000  
Certified Welder #9764- 1993  
Well Drillers License #WD 585  
Commercial Driver's License  
Geothermal Certified

##### **Work Experience**

Project Estimator & Supervisor  
Supervisor/Foreman – Several Plumbing Projects  
Well Drilling Supervisor  
Equipment Operator Excavator Backhoe Dozer Drilling Rig Trencher

### **Joe A. Aragon, III**

#### Licenses and Certificates

Journeyman Plumber – 1994 License #09974  
SMAW Welding & Inspection Specialist – 2009  
Trench Shoring Certified – 2023

#### **Work Experience**

Plumber Foreman

### **Brian M. Coca**

#### **Licenses and Certificates**

Trench Shoring Certified – 2023  
Commercial Driver's License

#### **Work Experience**

Supervisor/Foreman – Several Utilities Projects  
Proficient in operating small, medium, and heavy-duty equipment  
Experienced mechanic with diesel or gas engines  
Experienced welder (Arc and Mig welders)  
Skilled in transporting equipment  
Experience with installation and maintenance of culverts  
Experience with cement work, carpentry, and plumbing  
Equipment Operator which include Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift, Forklift, Dump Truck, Bulldozer, Tractor

STATE OF NEW MEXICO  
CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY  
HAYS RANDY  
DALE JASON OLE  
HAYS HOWARD L.

EXPIRES

08/31/2024

CLASSIFICATION(S)

ES01, ES03, ES04, ES05  
ES06, GA01, GB98, GF02  
GF03, GF04, GF05, GF09  
GF08, MM98



*Chris Bailey*  
DIRECTOR

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

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

LP

LICENSE NUMBER

15877

HAYS PLUMBING

600 RAILROAD

LAS VEGAS, NM 87701

*Chris Bailey*

DIRECTOR



EXPIRES

06/30/2023

CLASSIFICATION(S)

04, 05, 04, 05

This card is now and shall remain property of Construction Industries Division and shall be surrendered at any time upon demand.

CITY OF LAS VEGAS, NEW MEXICO  
**BUSINESS LICENSE/REGISTRATION**

BUSINESS: HAYS PLUMBING & HEATING, INC.  
LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2021 2022

APPROVED  
COMMUNITY DEVELOPMENT

BUSINESS OWNER

2023

*Tonita Gurulé-Girón*  
Tonita Gurulé-Girón  
MAYOR

LAS VEGAS  
NEW MEXICO  
Old Trails, New Adventures

STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: HAYS PLUMBING & HEATING INC  
DBA: HAYS PLUMBING & HEATING INC  
600 RAILROAD AVE  
LAS VEGAS, NM 87701-4531

Expires: 24-Feb-2024

Certificate Number:  
L1061474736

*Stephanie Schmitt Clarke*  
Stephanie Schmitt Clarke  
Cachet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**Certificate of Contractor Registration**

New Mexico  
Department of  
**WORKFORCE**  
SOLUTIONS

This is to certify that  
**Hays Plumbing & Heating, Inc.**

600 RAILROAD AVE  
LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions  
Registration Date: 1/3/2023 Registration Number: 002369720111209

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

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 111 Tipton Ave NE, Suite 2000, Albuquerque, NM 87112, (505) 841-4400

**Current Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Percentage Completed</b>	<b>Project Title &amp; Brief Description of Work Performed</b>
2022	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-461-0181	\$ 1,266,760.47	80%	Hot Springs Boulevard Water and Sewer Utility Improvements
2022	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 1,086,444.00	5%	Tucumcari ES HVAC Replacement
2021	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Company: Hartman+Majewski Design Group Telephone:	\$ 1,176,308.00	50%	NM State Police - District 1 Headquarters
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Santa Fe, NM 87502 Telephone:	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$ 448,770.00	50%	Taos County CN 5100750 Utility Work

**Previous Experience**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title &amp; Scope of Work</b>	<b>Institution Satisfactory with Project</b>
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$313,741.00	NMDOT Lift Station Improvements Utility Work	Very happy with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Ramses Ortega Company: Stantec Consulting Services Telephone: 575-538-5395	\$314,300.00	Dee Bibb Lift Station Improvements Utility Work	Very satisfied with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-538-5395	\$1,791,000.00	National Avenue/Bridge Street Improvements Utility Work	Very pleased with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Keaton Chancellor Company: Souder, Miller & Associates Telephone: 505-299-0942	\$319,394.00	Detention Center Lift Station Rehabilitation Utility Work	Very happy with the work that was performed by our company
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Wayne Yevoli Company: Testudo Engineering Telephone: 505-554-1282	\$2,464,915.00	LVCS Los Ninos Phase 2 Plumbing and Utilities	Very pleased with the work that was performed by our company
2020	Name: West Las Vegas Schools Address: 179 Bridge St Las Vegas NM 87701 Telephone: 505-426-2300	Name: Verlyn Miller Company: Miller Engineering Telephone:	\$219,444.30	West Las Vegas Baseball Field Complex Drainage Project Excavation	Very delighted with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$507,429.45	Mountain View, Keen Street and West National Avenue Roadway Phase I Improvements Road Work	Very happy with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Raymond Smith Company: Souder, Miller & Associates Telephone: 505-299-0942	\$76,500.00	Solid Waste Facility Fire Suppression Project Fire Suppression System	Very pleased with the work that was performed by our company
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work	Very delighted with the work that was performed by our company



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## Quality Assurance Program

Hays Plumbing has provided its clients with over 55 years of quality products and services. Hays Plumbing's commitment to quality begins with the company officers and extends to every member of the Hays Plumbing's staff. Hays Plumbing's staff's common goal is doing a quality services every time. Hays Plumbing's staff works diligently to build confidence and long-lasting relationships with its clients, suppliers, subcontractors. Hays Plumbing's staff works to fulfill the needs of its clients and ensuring adherence to accepted standards, codes and practices applicable to the work performed.

### Quality and Safety

Hays Plumbing takes quality and safety seriously. Hays Plumbing has a Quality Control Plan to ensure that all work it does will be performed in accordance with the requirements established for the task or project. The plan ensures that there is a process in place to comply with the established requirements for each task or project. Hays Plumbing staff is committed to report any deficiencies discovered as a result of the client's, designated representative, or Hays staff's checks or tests of the work performed. The deficiencies will be brought to the attention of the appropriate individual and steps will be taken to correct the deficiencies.

Hays Plumbing management and staff work diligently to promote a culture of safety. Hays Plumbing's safety program exceeds the minimum requirements for both state and federal OSHA programs. Hays Plumbing's employees undergo regular training and re-certification. Hays Plumbing has trained employees that monitor each phase of the installation, so every step is observed for quality and accuracy.

Hays Plumbing is committed to:

- Full and open communication with our clients and/or their designated representatives
- Adherence to the tasks or projects agreed upon
- Adherence to generally accepted standards, codes and practices
- Professionally executed services and projects
- Professional and ethical conduct

Hays Plumbing utilizes a quality assurance program which includes:

- Utilizing a recognized apprenticeship programs for plumbing
- Reviewing code and specifications
- Inspecting & testing materials to ensure conformance with the project requirements
- Ensuring that all personnel performing the work are properly qualified and certified as per the project specifications
- Installing materials and equipment using best practices
- Conducting testing procedures,
- Tracking project schedules
- Inspecting and testing installed equipment

Hays Plumbing's staff assigned to each task or project takes ownership of the projects assigned from inception to completion of the task or project.



# AFFIDAVIT OF NON-VIOLATION OF LABOR COSTS

Name of Firm: HAYS PLUMBING & HEATING, INC.

Address: 600 RAILROAD AVENUE – LAS VEGAS, NM 87701 505 425-7535

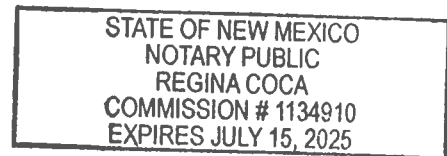
**PROJECT:** On Call Commercial Plumbing Service #2023-10

**OWNER:** City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

The undersigned officer of HAYS PLUMBING & HEATING, INC., hereby states that HAYS PLUMBING & HEATING, INC. has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

GORDON HAYS, PRESIDENT  
Name and Title

Gordon Hays  
Signature



**NOTARY**

STATE OF New Mexico )

COUNTY OF San Miguel )

Signed or attested before me, this 29 day of March, 2023.

MY COMMISSION EXPIRES:

July 15, 2025

Regina Coca  
Notary Signature



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## Affirmative Action Statement

Hay's Plumbing is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, sexual orientation or gender identity or any other status protected by law.

This policy applies to all employees and applicants for employment, and to all personnel decisions and related practices within the Company, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, and return from layoff. Hay's Plumbing makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the Company's business.

Hay's Plumbing has assigned an Affirmative Action Officer to manage Hay's Plumbing equal employment and affirmative action compliance program. All managers and supervisors will take an active part in the Company's affirmative action program to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, Hay's Plumbing will solicit the cooperation and support of all employees for the Company's nondiscrimination policy. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the Company's equal employment/affirmative action program.

The Company does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant.

Gordon Hays

President

**DOWNEY & COMPANY**  
CONTRACT BONDS AND INSURANCE

March 16<sup>th</sup>, 2023

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern,

Our office has provided bonds for Hays Plumbing & Heating, Inc. in excess of fifteen years. They enjoy an excellent reputation for quality workmanship and timely completion on their projects.

At the request of Hays Plumbing & Heating, Inc. we have established a bond line in the amount of \$5,000,000.00 single project with an aggregate limit of \$8,000,000. The execution of bonds would be based on favorable review of contract documents and underwriting requirements stipulated by the surety at the time the bonds are requested.

They have approximately 74% of their bonding capacity available at this time.

Should you require any further information regarding Hays Plumbing & Heating, Inc., please do not hesitate to contact our office.

Sincerely,

Roger N. Downey

Subscribed and sworn to before me, a Notary Public in and for the State of New Mexico, County of Bernalillo, this 16<sup>th</sup> day of March, 2023.

  
Notary Public 

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Maria Y. Ankeny  
Commission No. 1098199  
June 18, 2023



Hays Plumbing & Heating, Inc.  
 600 Railroad Avenue  
 Las Vegas, NM 87701  
 Phone (505) 425-7535



**P R O F I L E**

**DATE:** January 2023

**Plumbing & Heating Contractors, and Well Drilling Co.**

**New Mexico CID License #8243- Class. EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF02, GF98, MM98 --- LP #15877**

**Well Drilling License #WD-585 & WD-1720**

**NM DOL #002369720111209**

**NM Resident Contractors 07C48**

**NM Resident Contractor Certificate L1061474736**

**City of Las Vegas Business License #0917**

**NM Inc #0504837**

Date of Incorporation = 1/1/64; 59 years in business. DUNS/SAM# 064910391  
 State of Incorporation is New Mexico # 0504837 ----- CAGE # 6ZLM0

**Federal ID# 85-0168958**

**NM State # 01-705574-001**

**SURETY: Downey & Company, Albuquerque, NM @ 800-635-9802**

**BANK: Community First Bank, Las Vegas, NM @ 505-425-7584 Mike Fields**

**MAJOR MATERIAL SUPPLIERS:**

Dahl, Inc. (Plumbing) – Santa Fe, NM 800 274-2704

2M Co, Inc. (Well Pumps/Equipment) – Albuquerque, NM 800 344-8238

Ferguson (Utilities Materials) -Albuquerque, NM 505-345-0171

**ARCHITECTS:**

**Molzin Corbin 505-242-5700**

Albuquerque, New Mexico

**Wilson & Company Engineers 505-348-4000**

Albuquerque, New Mexico

**GENERAL CONTRACTORS:**

**Franken Construction Co. 505-425-7578**

**Las Vegas, New Mexico**



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## ***Sample Warranty Letter***

Date: **March 2023**

Project: **On Call Commercial Plumbing Service #2023-10**

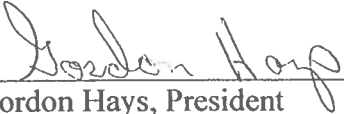
Owner: **City of Las Vegas**  
**1700 N Grand Ave**  
**Las Vegas, NM 87701**

In compliance with the project specifications, HAYS submits its guarantee of equipment, materials and workmanship furnished by HAYS PLUMBING & HEATING., are free from defect in workmanship and material for a period of ONE (1) YEAR beginning **DATE OF SUBSTANTIAL COMPLETEION** or **DATE OF EQUIPMENT START-UP RUNNING**.

Equipment and materials furnished by OTHERS, but installed by HAYS PLUMBING & HEATING, INC., are not covered by this warranty, except for the installation work performed by HAYS PLUBMING & HEATING, INC., and/or HAYS' Sub-Contractors.

Ordinary wear is not covered by this warranty. The Owner's abuse, neglect or failure to perform recommended maintenance procedures will void this warranty.

Should any problems occur during the specified warranty period, due to faulty equipment materials or workmanship, HAYS PLUMBING & HEATING, INC. will correct the problem(s), without charge to the satisfaction of the Owner.

  
Gordon Hays, President

# STATEMENT OF QUALIFICATIONS

1) **Firm Name:** HAYS PLUMBING & HEATING, INC.

Type of Firm: **Corporation**      Year Firm was established: 1964

2) **LICENSING (See Section D):** New Mexico Contractor's License, which is current and in Good standing with the State of New Mexico Construction Division (CID).

3) **EXPERIENCE:**

- a. List of experience of projects completed and current: **See Section E**
- b. The average annual amount of construction/plumbing work performed in the past five years.  
\$ 7,000,000.00

4) **CAPACITY AND CAPABILITY TO PERFORM THE WORK:**

- a. Resources: Total number of current employees: Project Managers 3

Estimators	<u>2</u>
Foremen	<u>6</u>
Tradesman	<u>15</u>
Administration	<u>8</u>
Other	<u>4</u>

5) **SAFETY**

- a. Hays Plumbing & Heating, Inc. has a written safety program compliant with current State Regulations.
- b. Hays Plumbing & Heating, Inc. is free of committing serious or willful violations of federal or state Safety laws as determined by a final non-appealable decision of a court or government agency.

6) **INSURANCE and CLAIMS HISTORY (See Section H)**

- a. Hays Plumbing & Heating, Inc. is free of any judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party.
- b. Hays Plumbing & Heating, Inc. during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity.
- c. Hays Plumbing & Heating, Inc. the ability to provide the required insurance in the limit stated in any project documents (General Liability and Comprehensive Auto) at \$1 Million per occurrence and \$1 Million in the aggregate.

7) **FINANCIAL STABILITY**

a. For purposes of determining if our company capacity and ability to perform financially, Hays Plumbing can provide upon request their most current financial statement, preferably audited, including your company's latest balance sheet and income statement.

8) **QUALITY ASSURANCE (See Section H)**

a. Hays Plumbing & Heating, Inc. does have a Quality Assurance/Quality Control (QA/QC) Manager? Name: Jason Dale Years with Firm: 59 years  
Job Title: Vice-President/Project Administrator Years in position: 40+

9) **OTHER INFORMATION**

Certify and/or documentation that the firm possesses the necessary equipment, Financial resources, technical resources, management, professional and craft Personnel resources and other required capabilities to successfully perform the Contract, or will achieve same through its pre-listed subcontractors.

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Gordon Hays, President  
Name and Title

HAYS PLUMBING & HEATING, INC.  
Firm Name

Gordon Hays  
Signature

600 Railroad Avenue Las Vegas, NM 87701  
Address of Firm

Email Address: hays\_plumbing@hotmail.com

Phone Number: 505-425-7535



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/23

**Department:** Water Division

**Item/Topic:** Award RFB #2023-06 for Clearwell Effluent Pumps & Motors to Hays Plumbing & Heating Inc.

Advertised: 02/17/2023; Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening: 03/08/2023

Number of Proposers: 1 – Hays Plumbing & Heating Inc. \$108,270.80 including GRT

**Fiscal Impact:** Paid for through the Drinking Water State Revolving Fund (DWSRF-5363). Line Item #646-0000-650-8787

**Attachments:** Original bid, bid opening sheet, bids received, bid tabulation, and engineer recommendation.

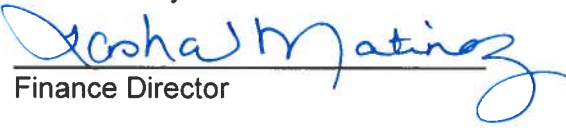
**Committee Recommendation:** This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



**REQUEST FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., March 8, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**WATER TREATMENT PLANT CLEARWELL EFFLUENT PUMPS & MOTORS**

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 or www.lasvegasnm.gov

Copies of 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 or www.lasvegasnm.gov

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **WATER TREATMENT PLANT CLEARWELL EFFLUENT PUMPS & MOTORS**

Opening No. 2023-06; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror 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.

Leo J. Maestas  
Leo J. Maestas, City Manager

Randal D. Van Hook  
New Mexico Local Government Law

Cassandra Fresquez  
Cassandra Fresquez, City Clerk

Tasha Martinez  
Tasha Martinez, Finance Director

Helen Vigil  
Helen Vigil, Purchasing Officer

Opening No. 2023-06

Date Issued: 2/14/2023

Published:	<u>LAS VEGAS OPTIC</u>	<u>2/17</u>	<u>2023</u>
	<u>ALBUQUERQUE JOURNAL</u>	<u>2/17</u>	<u>2023</u>
	<u>www.lasvegasnm.gov</u>	<u>2/17</u>	<u>2023</u>

**BIDDER INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): **WATER TREATMENT PLANT CLEARWELL EFFLUENT PUMPS & MOTORS**

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 \_\_\_\_\_ }

} ss

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and 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.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

## STANDARD BID CLAUSES

### AWARDED BID

Awarding of bid shall be made to the responsible Bidder whose Bid best 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: March 8, 2023; 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 \_\_\_\_\_, 2023. 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 the submitted Bid.

### BRIBERY AND KICKBACK

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include 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 connection with the submitted bid.

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that 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 they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

### 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. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that 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 five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

### LABELS

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

### 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 provision 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, this paragraph shall not be exclusive and shall be 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 fifteen (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 who do not also furnish satisfactorily 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 specific 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 Tax in the City of Las Vegas.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal

because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



CITY OF LAS VEGAS  
BIDFORM

BID ITEM (S): WATER TREATMENT PLANT CLEARWELL EFFLUENT PUMPS & MOTORS

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

**NOTE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 8-Mar-2023

OPENING NO.: 2023-06

TIME: 2:00 PM

DEPARTMENT: **WATER TREATMENT PLANT**

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

ITEM(S): **WATER TREATMENT PLANT  
CLEARWELL EFFLUENT PUMPS & MOTORS**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Hays Plumbing &amp; Heating</u>	<u>100,000.00</u>	<u>X</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <u>M. K. Lewis</u>	<u>CLV P/M</u>
2 <u>Travis Martinez</u>	<u>CLV P/M</u>
3 <u>Adrian Hernandez</u>	<u>CLV P/M</u>
4 <u>B. to J.</u>	<u>CLV P/M</u>
5 <u>Margaret Silva</u>	<u>CLV INVENTORY</u>
6 <u>Regina L. Cca</u>	<u>Hays Plumbing</u>
7 <u>[Signature]</u>	<u>CLV Purchasing</u>
8 <u>[Signature]</u>	<u>CLV UTIL</u>
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]  
DATE: 3-8-23

OPENED BY: FINANCE DEPARTMENT

[Signature]  
DATE: 3-8-2023

COPIES TAKEN BY DEPT:

Adrian Hernandez  
DATE: 3/8/23

BIDDER INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER ( ) \_\_\_\_\_

DELIVERY: 600 Railroad Ave Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1061474736

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

BID ITEM (S): WATER TREATMENT PLANT CLEARWELL EFFLUENT PUMPS & MOTORS

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 }

} ss

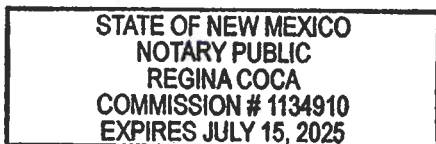
COUNTY OF San Miguel }

I, Gordon Hays, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and 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.

Gordon Hays  
Signature

Subscribed and sworn to before me, this 8 day of March, 2023.

(SEAL)



Regina Coca  
Notary Public Signature

My Commission Expires: 7-15-2025

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 they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85 0168958

SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 01-705574-001

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

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because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

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

  
Signature                      Gordon Hays

03/08/2023  
Date

President  
Title (Position)

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **The City of Las Vegas.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project;
  - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License;
  - F. Required Bidder Qualification Statement with supporting data;
  - G. Certificate(s) of Registration with NM Department of Workforce Solutions;
  - H. All forms included in the DWSRF Supplementary Conditions; and
  - I. Resume of Proposed Construction Project Manager and Superintendent.

## ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
  - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Removal of two (2) existing pumps. Purchase and installation of two (2) SIMFLO SJ12M pumps and two (2) 75 HP U.S. Motors, all incidental piping, electrical, wiring, controls and start-up, cip.	LS	1	\$100,000.00	\$ 100,000.00
<b>BASE BID - SUBTOTAL FOR BID ITEM 1</b>					<b>\$ 100,000.00</b>
NMGRT @ 8.2708% (EFFECTIVE NMGRT RATE FOR THE CITY OF LAS VEGAS)					\$ 8,270.80
<b>TOTAL BASE BID PLUS NMGRT</b>					<b>\$ 108,270.80</b>

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **210** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	02/22/2023

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.



BIDDER hereby submits this Bid as set forth above:

Bidder:

Hays Plumbing & Heating, Inc.

\_\_\_\_\_  
*(typed or printed name of organization)*

By: Gordon Hays  
*(individual's signature)*

Name: Gordon Hays  
*(typed or printed)*

Title: President  
*(typed or printed)*

Date: 03/08/2023  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: Randy Hays  
*(individual's signature)*

Name: Randy Hays  
*(typed or printed)*

Title: Treasurer  
*(typed or printed)*

Date: 03/08/2023  
*(typed or printed)*

Address for giving notices:

600 Railroad Ave Las Vegas, NM 87701

Bidder's Contact:

Name: Randy Hays  
*(typed or printed)*

Title: Project Manager  
*(typed or printed)*

Phone: 505-425-7535

Email: hays\_plumbing@hotmail.com

Address: 600 Railroad Ave Las Vegas, NM 87701

Bidder's Contractor License No.: (if applicable) 8243

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Hays Plumbing and Heating, Inc. Name: Address ( <i>principal place of business</i> ): PO Box 1420 Las Vegas, NM 87701	<b>Surety</b> Granite Re, Inc. Name: Address ( <i>principal place of business</i> ): 14001 Quailbrook Dr Oklahoma City, OK 73134
<b>Owner</b> Name: <b>City of Las Vegas</b> Address ( <i>principal place of business</i> ): <b>1700 N Grand Ave</b> <b>Las Vegas, NM 87701</b>	<b>Bid</b> <b>Las Vegas WTP Effluent Pumps</b>  Bid Due Date: <b>March 8th, 2023</b>
<b>Bond</b> Penal Sum: Five (5%) Percent of the Amount Bid Date of Bond: March 8th, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Hays Plumbing and Heating, Inc.	Surety Granite Re, Inc.
By: <u>Gordon Hays</u> <small>(Signature)</small>	By: <u>Maria Y Ankeny</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Gordon Hays</u> <small>(Printed or typed)</small>	Name: <u>Maria Y Ankeny,</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u>Randy Hays</u> <small>(Signature)</small>	Attest: <u>Kenneth Ankeny</u> <small>(Signature)</small>
Name: <u>Randy Hays</u> <small>(Printed or typed)</small>	Name: <u>Kenneth Ankeny</u> <small>(Printed or typed)</small>
Title: <u>Treasurer</u>	Title: <u>Witness</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



# SUBCONTRACTORS LISTING AND WSD (DOL) REGISTRATION

Project: Las Vegas WTP Effluent Pumps Project No. DW-5363

## **1.0 SUBCONTRACTORS LISTING FOR COMPLIANCE WITH THE SUBCONTRACTORS FAIR PRACTICES ACT AND WSD (DOL) REGISTRATION**

1.1 To be fully executed and included with Bid as a condition of the Bid pursuant to §13-4-31 to 13-4-42 NMSA 1978, known as the Subcontractors Fair Practices Act.

1.2 Pursuant to §13-4-34 NMSA 1978 all Subcontractors providing services valued at \$5,000 or more (listing threshold) for this project shall be listed below.

1.3 See §13-4-36 NMSA 1978 for rules regarding changes in this list after bidding.

1.4 Pursuant to §13-4-13.1 NMSA 1978 any contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (WSD) (formerly the Department of Labor (DOL)). The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, prime contractors and subcontractors must be registered with the WSD.



N/A

WSD Registration & DUNS No. \_\_\_\_\_

N/A

WSD Registration & DUNS No. \_\_\_\_\_

WSD Registration & DUNS No. \_\_\_\_\_

WSD Registration & DUNS No. \_\_\_\_\_

WSD Registration & DUNS No. \_\_\_\_\_

WSD Registration & DUNS No. \_\_\_\_\_

# Supplier

2M Company LLC

3221 Vassar Dr NE

Albuquerque, NM 87107

800-344-8238



**ARTICLE 1—GENERAL INFORMATION**

1.01 Provide contact information for the Business:

Legal Name of Business:	Hays Plumbing & Heating, Inc.		
Corporate Office			
Name:	Gordon Hays	Phone number:	505-425-7535
Title:	President	Email address:	hays_plumbing@hotmail.com
Business address of corporate office:	600 Railroad Ave Las Vegas, NM 87701		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	01/01/1964	State in which Business was formed:	NM
Is this Business authorized to operate in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Gordon Hays	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No Limit
Name:	Jason Dale	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No Limit
Name:	Randy Hays	Title:	Treasurer/ Project Manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No Limit
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:	Contractors License		
Licensing Agency:	State of New Mexico		
License No:	8243	Expiration Date:	08/31/2024
Name of License:	Business License		
Licensing Agency:	Cit of Las Vegas		
License No:	0917	Expiration Date:	12/31/2023

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		Richard Dale
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Construction Safety Health	Osha	

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Downey and Company	1.03	12.02	49,922	1.08	0	59,861	.79	0	63,742

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Community 1st Bank		
Business address:	518 Douglas Ave Las Vegas, NM 87701		
Date of Business’s most recent financial statement:	11/30/2022	<input checked="" type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:	11/30/2022	<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			1.09
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			.70

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Granite Re, Inc.		
Surety is a corporation organized and existing under the laws of the state of:	Oklahoma		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	14001 Quailbrook Dr. Oklahoma City, OK 73134		
Physical Address (principal place of business):	14001 Quailbrook Dr. Oklahoma City, OK 73134		
Phone (main):	(405)752-2600	Phone (claims):	(405)752-2600

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Mountain States Insurance Group	General Liability, Property, Auto, Umbrella		
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	PO Box 302 Marietta, PA 17547-0302		
Physical Address (principal place of business):	1195 River Road Marietta, PA 17547-0302		
Phone (main):	800-877-0600	Phone (claims):	800-877-0600

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	6 Million
Estimate of revenue for the previous year:	6 Million

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:	
As a general contractor:	59
As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

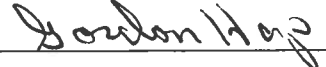
**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

This Statement of Qualifications is offered by:

Business: Hays Plumbing & Heating, Inc.  
*(typed or printed name of organization)*


By:   
*(individual's signature)*

Name: Gordon Hays  
*(typed or printed)*

Title: President  
*(typed or printed)*

Date: 03/08/2023  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:   
*(individual's signature)*

Name: Randy Hays  
*(typed or printed)*

Title: Treasurer/ Project Manager  
*(typed or printed)*

Address for giving notices:  
600 Railroad Ave Las Vegas, NM 87701

Designated Representative:  
Name: Randy Hays  
*(typed or printed)*

Title: Treasurer/ Project Manager  
*(typed or printed)*

Address: 600 Railroad Ave Las Vegas, NM 87701

Phone: 505-425-7535

Email: hays\_plumbing@hotmail.com

**Schedule A—Current Projects See Attached**

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Superintendent		Quality Control Manager	
Project Manager		Safety Manager		Name	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Superintendent		Quality Control Manager	
Project Manager		Safety Manager		Name	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Superintendent		Quality Control Manager	
Project Manager		Safety Manager		Name	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule A—Current Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Percentage Completed</b>	<b>Project Title &amp; Brief Description of Work Performed</b>
2022	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-461-0181	\$ 1,266,760.47	80%	Hot Springs Boulevard Water and Sewer Utility Improvements
2022	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 1,086,444.00	5%	Tucumcari ES HVAC Replacement
2021	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Company: Hartman+Majewski Design Group Telephone:	\$ 1,176,308.00	50%	NM State Police - District 1 Headquarters
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Santa Fe, NM 87502 Telephone:	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$ 448,770.00	50%	Taos County CN 5100750 Utility Work



Schedule B—Previous Experience with Similar Projects **See Attached**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					
Project Owner					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title &amp; Scope of Work</b>	<b>Institution Satisfactory with Project</b>
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$313,741.00	NMDOT Lift Station Improvements Utility Work	Very happy with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Ramses Ortega Company: Stantec Consulting Services Telephone: 575-538-5395	\$314,300.00	Dee Bibb Lift Station Improvements Utility Work	Very satisfied with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-538-5395	\$1,791,000.00	National Avenue/Bridge Street Improvements Utility Work	Very pleased with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Keaton Chancellor Company: Souder, Miller & Associates Telephone: 505-299-0942	\$319,394.00	Detention Center Lift Station Rehabilitation Utility Work	Very happy with the work that was performed by our company
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Wayne Yevoli Company: Testudo Engineering Telephone: 505-554-1282	\$2,464,915.00	LVCS Los Ninos Phase 2 Plumbing and Utilities	Very pleased with the work that was performed by our company
2020	Name: West Las Vegas Schools Address: 179 Bridge St Las Vegas NM 87701 Telephone: 505-426-2300	Name: Verlyn Miller Company: Miller Engineering Telephone:	\$219,444.30	West Las Vegas Baseball Field Complex Drainage Project Excavation	Very delighted with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$507,429.45	Mountain View, Keen Street and West National Avenue Roadway Phase 1 Improvements Road Work	Very happy with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Raymond Smith Company: Souder, Miller & Associates Telephone: 505-299-0942	\$76,500.00	Solid Waste Facility Fire Suppression Project Fire Suppression System	Very pleased with the work that was performed by our company
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work	Very delighted with the work that was performed by our company

Schedule B—Previous Experience with Similar Projects

See Attached

Name of Organization				Project Name			
Project Owner				Project Name			
General Description of Project							
Project Cost				Date Project			
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name	Title/Position	Organization	Telephone	Email		
Owner							
Designer							
Construction Manager							
Project Owner				Project Name			
General Description of Project							
Project Cost				Date Project			
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name	Title/Position	Organization	Telephone	Email		
Owner							
Designer							
Construction Manager							
Project Owner				Project Name			
General Description of Project							
Project Cost				Date Project			
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name	Title/Position	Organization	Telephone	Email		
Owner							
Designer							
Construction Manager							

**Schedule B—Previous Experience with Similar Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title &amp; Scope of Work</b>	<b>Institution Satisfactory with Project</b>
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	\$62,185.53	Village of Maxwell Well Equipment- Utility Work	Very pleased with the work that was performed by our company
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	\$ 3,206,385.00	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work	Very delighted with the work that was performed by our company
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742 Telephone:	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	\$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work	Very satisfied with the work that was performed by our company
2019	Name: City Of Rio Rancho Address:3200 Civic Center Circle, NM Rio Rancho, NM 87144 Telephone: 505-896-8769	Name: Nathan Roberts Company: Bohannon Huston, Inc. Telephone: 505-823-1000	\$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work	Very thankful with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Stantec Consulting Service! Company: Telephone: 575-461-0181	\$522,910.73	Las Vegas Waterline Replacement Design 8th St & Hospital/Chico Dr- Pipeline Work	Very delighted with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$267,660.00	North Grand Avenue Waterline Improvements- Pipeline Work	Very satisfied with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$1,010,980.00	Bradner Reservoir Fill Line Project- Pipeline Work	Very pleased with the work that was performed by our company
2018	Name: Amos Torres Address: 3388 Mountain View Blvd. Angel Fire, NM 87710 Telephone: 575-377-1677	Name: Carl Abrams Company: HDR Engineering, Inc. Telephone: 505-830-5455	\$304,685.00	Coffey 2 Well Improvements Project- Well Work	Very happy with the work that was performed by our company

**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual		Randy Hays	
Years of experience as project manager		35	
Years of experience with this organization		35	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
<b>Current Project Assignments</b>			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
<b>Reference Contact Information (listing names indicates approval to contact named individuals as a reference)</b>			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual		Randy Hays	
Years of experience as project superintendent		35	
Years of experience with this organization		35	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
<b>Current Project Assignments</b>			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
<b>Reference Contact Information (listing names indicates approval to contact named individuals as a reference)</b>			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual		Richard Dale	
Years of experience as project manager		40	
Years of experience with this organization		40	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual		Randy Hays	
Years of experience as project superintendent		35	
Years of experience with this organization		35	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Proposer seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer 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 Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Proposer fails to submit a fully completed disclosure statement pursuant to the law.

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

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER 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 Proposer is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.



“Prospective Proposer” means a person or business that 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 or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective Proposer” 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 Proposer.

Name(s) of Applicable Public Official(s) if any: the current City of Las Vegas Council

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Proposer: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

--OR--

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

Gordon Hays  
Signature Gordon Hays

03/08/2023  
Date

President  
Title (Position)

XP-211

**BIDDER'S CERTIFICATION\***

**In Compliance with Equal Employment Opportunity and Nonsegregated Facilities**

Project Name WATER TREATMENT PLANT Project Number RFB 2023-06  
Contract For CLEARWELL EFFLUENT PUMPS & MOTORS FUNDING NO. DW-5363

The following certifications must be completed by the bidder for each contract.

**A. EQUAL EMPLOYMENT OPPORTUNITY:**

- I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375.
- I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

**B. NONSEGREGATED FACILITIES**

- I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Gordon Hays, President

Signature of Bidder's Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
Gordon Hays 03/08/2023

Name & Address of Bidder Hays Plumbing & Heating, Inc. 600 Railroad Ave Las Vegas, NM 87701

**NOTE:** The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project.

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes \_\_\_ No

If yes, when did you update your MBE/WBE/SBRA solicitation lists? \_\_\_\_\_

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's? Yes  No \_\_\_

If yes, name the publications: NMDOT DBE Directory

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes \_\_\_ No
4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes  No \_\_\_
5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? Yes \_\_\_ No

If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes \_\_\_ No
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes \_\_\_ No

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes  No \_\_\_

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication. Albuquerque Journal See Attached

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes \_\_\_ No

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: \_\_\_\_\_

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

Name & Title of Person: \_\_\_\_\_

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

Name & Title of Person: \_\_\_\_\_

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

10. Total dollar amount of the contract:

\$108,270.80

11. Total dollar amount and percentage of MBE/WBE/SBRA participation: **N/A**

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	

## REQUEST FOR QUOTES

Hays Plumbing & Heating, Inc. ("Hays") an EEO employer is requesting quotes from certified DBE/MBE/WBE/SBRA Subcontractors and Suppliers for the **WATER TREATMENT PLANT CLEARWELL EFFLUENT PUMPS & MOTORS PROJECT NO. RFB 2023-** in Las Vegas, NM, that bids on Wednesday, March 8, 2023, at 2:00 pm. This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutler requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to all applicable federal regulations including the Davis Bacon Act requirements. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

Email quotes to [hays\\_plumbing@hotmail.com](mailto:hays_plumbing@hotmail.com), by 5:00pm on Monday, March 6, 2023.

For info on the project, specs & contract requirements contact Randy Hays at (505) 425-7535

Journal: March 2, 2023

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract. **N/A**

**MBE Subcontractor:**                      **WBE Subcontractor:**                      **SBRA Subcontractor:**

Address:                                      Address:                                      Address:

Phone:                                        Phone:                                        Phone:

Contact Person:                            Contact Person:                            Contact Person:

Type of Work:                              Type of Work:                              Type of Work:

Amount: \$                                    Amount: \$                                    Amount: \$

---

**MBE Subcontractor:**                      **WBE Subcontractor:**                      **SBRA Subcontractor:**

Address:                                      Address:                                      Address:

Phone:                                        Phone:                                        Phone:

Contact Person:                            Contact Person:                            Contact Person:

Type of Work:                              Type of Work:                              Type of Work:

Amount: \$                                    Amount: \$                                    Amount: \$

---

**MBE Subcontractor:**                      **WBE Subcontractor:**                      **SBRA Subcontractor:**

Address:                                      Address:                                      Address:

Phone:                                        Phone:                                        Phone:

Contact Person:                            Contact Person:                            Contact Person:

Type of Work:                              Type of Work:                              Type of Work:

Amount: \$                                    Amount: \$                                    Amount: \$

---

**MBE Subcontractor:**                      **WBE Subcontractor:**                      **SBRA Subcontractor:**

Address:                                      Address:                                      Address:

Phone:                                        Phone:                                        Phone:

Contact Person:                            Contact Person:                            Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

**MBE Subcontractor:**

**WBE Subcontractor:**

**SBRA Subcontractor:**

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

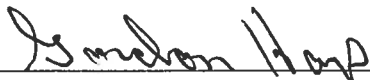
Amount: \$

Amount: \$

**I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.**

**Gordon Hays, President**

Typed Name & Title of Authorized Representative



Signature of Bidder's Authorized Representative

03/08/2023

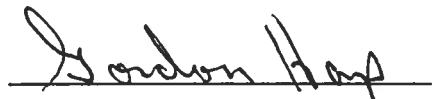
Date

Davis-Bacon Act Certification

City of

The Contractor acknowledges to and for the benefit of the Owner Las Vegas ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Finance Authority Drinking Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



(Contractor Signature & Date)

Gordon Hays 03/08/2023

---

(Owner Signature & Date)





**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name <b>N/A</b>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA		Meets/ exceeds EPA certification standards?
<input type="radio"/> Other: _____		<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<i>Gordon Hays</i>	Gordon Hays
<b>Title</b>	<b>Date</b>
President	03/08/2023

<b>Subcontractor Signature</b>	<b>Print Name</b>
N/A	
<b>Title</b>	<b>Date</b>

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <b>Hays Plumbing &amp; Heating, Inc.</b>		Project Name <b>WATER TREATMENT PLANT CLEARWELL EFFLUENT PUMPS &amp; MOTORS</b>	
Bid/ Proposal No. <b>RFB 2023-06</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Randy Hays</b>	
Address <b>600 Railroad Ave Las Vegas, NM 87701</b>			
Telephone No. <b>505-425-7535</b>		Email Address <b>hays_plumbing@hotmail.com</b>	
Issuing/Funding Entity:			

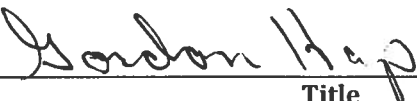
I have identified potential DBE certified subcontractors	___YES	<input checked="" type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Potential DBE certified subcontractors did not respond to our advertisement			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

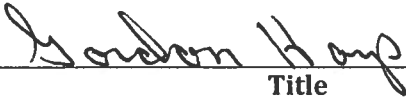
<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Gordon Hays
<b>Title</b>	<b>Date</b>
President	03/08/2023



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Gordon Hays
Title	Date
President	03/08/2023

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);" that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management (Sam.gov) exclusion list.

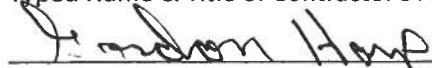
As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Gordon Hays, President

Typed Name & Title of Contractor's Authorized Representative



Signature of Contractor's Authorized Representative

03/08/2023

Date

**American Iron And Steel Certification**

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas (“Purchaser”) and the State of New Mexico (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “American Iron and Steel;” that requires products made primarily of iron or steel be used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

**Gordon Hays, President**

Typed Name & Title of Contractor's Authorized Representative

  
Signature of Contractor's Authorized Representative

03/08/2023  
Date



**RESOLUTION**

**WHEREAS**, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

**UPON** motion duly made and seconded, it is:

**RESOLVED** that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays  
Gordon Hays, President  
Hays Plumbing and Heating, Inc.

By: Jason Dale  
Jason Dale, Vice President  
Hays Plumbing and Heating, Inc.

By: Randy Joe Hays  
Randy Joe Hays, Treasurer  
Hays Plumbing and Heating, Inc.

By: Donna Hays  
Donna Hays, Secretary  
Hays Plumbing and Heating, Inc.

**Randy J. Hays**  
**P.O. Box 882**  
**Las Vegas, NM 87701**  
**(505) 429-1172 (C)**  
**(505) 425-7535 (W)**

### **Education**

Robertson High School (Las Vegas, NM) – 1988 Graduated  
Luna Voc. Tech (LCC) (Las Vegas, NM) - 1987 Welding Program

### **Licenses and Certificates**

Journeyman Plumber – 1993 License #06836  
Journeyman Gas Fitter – 1993 License #06836  
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98  
General Contractors License – w/Hays GB98  
Trench Shoring Certified – 2000  
Certified Welder #9764- 1993  
Well Drillers License #WD 585  
Commercial Drivers License  
Geothermal Certified

### **Work Experience**

1988 - Present      Hays Plumbing & Heating, Inc.      (505) 425-7535  
600 Railroad Avenue  
Las Vegas, New Mexico 8770

Supervisor/Foreman – Several Plumbing Projects

### **Well Drilling Supervisor**

Several years of Drilling water wells; domestic and livestock wells.

Have installed several residential Submersible Pump Systems and Windmills towers.

### **Equipment Operator**

Excavator  
Backhoe  
Dozer  
Drilling Rig  
Trencher

**RICHARD DALE**

**Route 1, Box 372**

**Las Vegas, NM 87701**

**(505) 425-7535 (w)**

**Education**

Santa Fe High School (Santa Fe, NM ) Graduated

**Licenses and Certificates**

Journeyman Plumber License #JPG 06832

**Work Experience**

1984-present Hays Plumbing & Heating, Inc.

2000-present - Safety Manager

- Provide safety training to personnel
- Attend regular training

1989 – present – Journeyman Plumber

**Job Highlights**

Blue Hole Dive/Civic Center – Santa Rosa, New Mexico

Mora County New Complex – Mora, New Mexico

New Mexico Highlands University, Misc Buildings – Las Vegas, New Mexico

Raton Aquatic Center - Raton, New Mexico

Costilla Lodge @ Vermejo Park – Raton, New Mexico

**DOWNEY & COMPANY**  
CONTRACT BONDS AND INSURANCE

March 2<sup>nd</sup>, 2023.

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern:

As requested, following are your Work Comp Experience Modification Rates for the current and previous three year period:

2022/2023	1.03
2021/2022	1.08
2020/2021	0.79

Please do not hesitate to call if you should need any further information.

Sincerely,

  
Maria Y. Ankeny

CITY OF LAS VEGAS, NEW MEXICO

# BUSINESS LICENSE/REGISTRATION

**BUSINESS:**

HAYS PLUMBING & HEATING, INC.

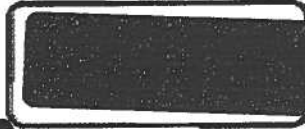
LICENSE # 0917

**ADDRESS:**

LAS VEGAS, NEW MEXICO 87701

2021

2022



**APPROVED**

COMMUNITY DEVELOPMENT

BUSINESS OWNER

2023

**LAS VEGAS**  
NEW MEXICO

Old Trails, New Adventures

**Tonita Gurulé-Girón**  
**MAYOR**

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMBING & HEATING INC

DBA: HAYS PLUMBING & HEATING INC  
600 RAILROAD AVE  
LAS VEGAS, NM 87701-4531

Expires: **24-Feb-2024**

Certificate Number:

**L1061474736**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

# STATE OF NEW MEXICO

## CONSTRUCTION INDUSTRIES DIVISION

### HAYS PLUMBING & HEATING INC

LICENSE NUMBER

**8243**

**Qualifying Party(S)**

HAYS RANDY

HAYS RANDY

DALE JASON OLE

HAYS HOWARD L.



EXPIRES

**08/31/2024**

**CLASSIFICATION(S)**

**EL01, ES03, ES04, ES05**

**ES06, GA01, GB98, GF02**

**GF03, GF04, GF05, GF09**

**GF98, MM98**

*Clay Bailey*

DIRECTOR

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

# *Certificate of Contractor Registration*



This is to certify that

**Hays Plumbing & Heating, Inc.**

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

**Registration Date: 1/3/2023**

**Registration Number: 002369720111209**

**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>**



**HAYS PLUMBING & HEATING, INC.**

**FINANCIAL STATEMENTS**

**NOVEMBER 30, 2022**



# HAYS PLUMBING & HEATING, INC.

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<b>Independent Accountant's Compilation Report.....</b>	<b>1</b>
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## **INDEPENDENT ACCOUNTANT'S COMPILATION REPORT**

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To Management  
Hays Plumbing & Heating, Inc.  
Las Vegas, New Mexico

Management is responsible for the accompanying financial statements of Hays Plumbing & Heating, Inc. (a corporation), which comprise the balance sheet as of November 30, 2022, and the related statements of income and retained earnings for the period and eleven months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information contained in Schedule of Contracts in Progress is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

A handwritten signature in black ink that reads 'MP Group, Inc.' followed by a stylized flourish.

Albuquerque, NM  
December 22, 2022

**HAYS PLUMBING & HEATING, INC.**  
**BALANCE SHEET**  
**NOVEMBER 30, 2022**

ASSETS

Current Assets:

Cash and cash equivalents	\$ 2,276
Accounts and retainage receivable trade	1,148,385
Other receivables	2,209
Inventory	324,650
Prepaid expenses and deposits	9,319
Contract assets	43,182
	<u>1,530,021</u>

Property and Equipment:

Construction equipment	2,238,454
Leasehold improvements	239,583
Office furniture and equipment	61,179
Vehicles	1,244,768
	<u>3,783,984</u>

Less accumulated depreciation	<u>(2,971,991)</u>
	811,993

Non Current:

Cash value of life insurance	83,459
Note receivable officers	37,640
Note receivable, related entity	44,400
	<u>165,499</u>

Total Assets	<u><u>\$ 2,507,513</u></u>
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**HAYS PLUMBING & HEATING, INC.**  
**BALANCE SHEET - CONTINUED**  
**NOVEMBER 30, 2022**

LIABILITIES AND RETAINED EARNINGS

Current Liabilities:

Accounts and retainage payable	\$ 551,620
Accrued liabilities	
NM Gross Receipts taxes payable and accrued	65,706
Worker's compensation payable	27,015
Accrued subcontractor costs on jobs	188,125
Other accrued expenses	3,528
Short-term borrowings	572,708
Contract liabilities	48,525
Current portion of long-term debt	155,374
	<u>1,612,601</u>

Long-term Liabilities:

Deferred income taxes	53,000
Long-term debt, less current portion above	133,680
	<u>186,680</u>

1,799,281

Stockholder's Equity:

Common Stock

Par value - \$1 per share, authorized 250,000 shares	
Issued 29,009 shares	29,009
Additional paid in capital	3,701
Treasury stock	(76,759)
Retained earnings	752,281
	<u>708,232</u>

Total Liabilities and Retained Earnings	<u><u>\$ 2,507,513</u></u>
---	----------------------------

**HAYS PLUMBING & HEATING, INC**  
**STATEMENT OF INCOME AND RETAINED EARNINGS**  
**FOR THE PERIOD AND ELEVEN MONTHS ENDED NOVEMBER 30, 2022**

	Period Ended	Eleven Months Ended		Year Ended	FY2021
	11/30/2022	Percent	11/30/2022	31-Dec-21	Change To
	\$		\$	Percent	11/30/2022
Operating Income	249,220	100.0	4,712,607	100.0	100.0
Direct Costs:					
Subcontractors	6,166	2.5	1,298,295	27.5	40.0
Wages and payroll taxes	85,509	34.3	1,009,805	21.4	20.5
Materials	35,864	14.4	927,031	19.7	12.9
Services - job costed	2,727	1.1	346,768	7.4	5.3
Employee benefits	9,144	3.7	154,291	3.3	4.2
Other direct costs	4,171	1.7	101,052	2.1	.7
Bonding fees	2,085	.8	64,603	1.4	.7
Depreciation	6,590	2.6	65,644	1.4	3.0
Workers compensation	11,051	4.4	50,382	1.1	1.8
Total Job Costs	163,307	65.5	4,017,871	85.3	89.1
Shop and Equipment:					
Equipment expense	10,491	4.2	249,772	5.3	7.8
Labor and payroll taxes	3,180	1.3	46,641	1.0	1.6
Workers compensation	128	.1	1,722	-	.1
Total Shop and Equipment	13,799	5.6	298,135	6.3	9.5
Total Jobs, Shop, and Equipment	177,106	71.1	4,316,006	91.6	98.6
Gross Profit from Jobs	72,114	28.9	396,601	8.4	1.4
General and Administrative					
Wages and payroll taxes	24,000	9.6	280,000	5.9	5.5
Insurance	1,955	.8	97,561	2.1	.9
Legal and accounting	15,085	6.1	63,790	1.4	2.7
Telephone and utilities	1,543	.6	25,931	.6	.5
Finance charges	-	-	15,400	.3	.5
Dues and memberships	-	-	13,191	.3	.3
Taxes	8,155	3.3	8,657	.2	-
Miscellaneous	-	-	5,327	.1	.2
Office	27	-	5,713	.1	.1
Depreciation	486	.2	4,914	.1	.1
Rent	-	-	3,600	.1	.2
Computer support	69	-	3,248	.1	.1
Bank fees	742	.3	7,665	.2	-
Janitorial	-	-	600	-	.3
Charitable donations	400	.2	1,000	-	-
	52,462	21.1	536,597	11.5	11.4
Operating income (loss)	\$ 19,652	7.8	\$ (139,996)	(3.1)	(10.0)
					6.9

**HAYS PLUMBING & HEATING, INC**  
**STATEMENT OF INCOME AND RETAINED EARNINGS - CONTINUED**  
**FOR THE PERIOD AND ELEVEN MONTHS ENDED NOVEMBER 30, 2022**

	Period Ended <u>11/30/2022</u>	Percent	Eleven Months Ended <u>11/30/2022</u>	Percent	Year Ended 31-Dec-21 <u>Percent</u>	FY2021 Change To <u>11/30/2022</u>
Other Income (Expense)						
Other income (losses)	-	-	(6,176)	(.1)	3.4	(3.5)
Interest income	-	-	1,841	-	-	-
Interest expense	<u>(1,517)</u>	-	<u>(54,399)</u>	<u>(1.2)</u>	<u>(1.0)</u>	<u>(.2)</u>
	(1,517)	-	(58,734)	(1.3)	2.4	(3.7)
Net income (loss) before taxes	18,135	<u>-</u>	(198,730)	<u>(1.3)</u>	<u>2.4</u>	<u>(3.7)</u>
Provision (benefit) for income taxes	<u>-</u>	-	<u>-</u>	-		
Net income (loss)	18,135	<u>.3</u>	(198,730)	<u>(4.3)</u>	<u>(7.4)</u>	<u>3.1</u>
Retained earnings beginning of period	<u>734,146</u>		<u>951,011</u>			
Retained earnings November 30, 2022	<u>\$ 752,281</u>		<u>\$ 752,281</u>			

**HAYS PLUMBING & HEATING, INC**  
**SCHEDULE OF CONTRACTS IN PROGRESS**  
**FOR THE PERIOD ENDED NOVEMBER 30, 2022**

Contract Number	Total Contract			Estimated Gross Profit Percent	From Inception To	
	Revenues	Estimated Total Costs	Estimated Gross Profit		Revenues Earned	Total Costs Incurred
2096	\$ 1,176,308	\$ 1,000,000	\$ 176,308	15.0	\$ 785,830	\$ 668,048
2110	1,086,444	923,500	162,944	15.0	166,278	141,340
2345	150,278	90,000	60,278	40.1	106,255	63,635
2346	196,348	181,000	15,348	7.8	37,692	34,746
2348	254,154	234,000	20,154	7.9	155,512	143,180
2385	216,862	201,406	15,456	7.1	216,862	201,406
2407	75,000	37,500	37,500	50.0	35,324	17,662
	<u>\$ 3,155,394</u>	<u>\$ 2,667,406</u>	<u>\$ 487,988</u>	15.5	<u>\$ 1,503,753</u>	<u>\$ 1,270,017</u>



**HAYS PLUMBING & HEATING, INC**  
**SCHEDULE OF CONTRACTS IN PROGRESS**  
**FOR THE PERIOD ENDED NOVEMBER 30, 2022**

November 30, 2022				At November 30, 2022		
Contract Number	Gross Profit	Billings to Date	Percent Complete	Estimated Cost to Complete	Contract Assets	Contract Liabilities
2096	\$ 117,782	\$ 755,416	66.8	\$ 331,952	\$ 30,414	-
2110	24,938	163,133	15.3	782,160	3,145	-
2345	42,620	113,508	70.7	26,365	-	7,253
2346	2,946	65,625	19.2	146,254	-	27,933
2348	12,332	168,851	61.2	90,820	-	13,339
2385	15,456	214,325	100.0	-	2,537	-
2407	17,662	28,238	47.1	19,838	7,086	-
	<u>\$ 233,736</u>	<u>\$ 1,509,096</u>		<u>\$ 1,397,389</u>	<u>\$ 43,182</u>	<u>\$ 48,525</u>

**Las Vegas WTP Clearwell Effluent Pumps & Motors**

**Bid Tabulation**

Project #: 20210168

Date: 3/8/2023

Bid Item	Item ID #	Description	Unit	Quantity	Engineer's OPC		Hays Plumbing & Heating		% Total of Low Bid
					Cost/Unit	Extension	Cost/Unit	Extension	
1		Removal of two (2) existing pumps. Purchase and installation of two (2) SIMFLO SJ12M pumps or equal and two (2) 75 HP U.S. Motors or equal, all incidental piping, electrical, wiring, controls and start-up, cip.	LS	1	\$110,000.00	\$110,000.00	\$100,000.00	\$100,000.00	100%
		<b>Subtotal</b>				\$110,000.00		\$100,000.00	
		NMGRT		8.2708%		\$9,097.88		\$8,270.80	
		<b>BASE OFFER TOTAL = Subtotal + NMGRT</b>				<b>\$119,097.88</b>		<b>\$108,270.80</b>	

- Denotes a mathematical error in summation of extended costs
- Denotes changes made to Engineer's Estimate via Addendum during Bidding
- Items removed from project

March 9, 2023

Travis Martinez  
Project Coordinator  
City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

Re: Las Vegas Water Treatment Plant Effluent Pumps Recommendation of Award

Dear Mr. Martinez:

Bids were opened for the above-referenced project on March 8, 2023, at 2:00 p.m. The following is a summary of the bids received:

Contractor	Base Bid + NMGRT
<i>Engineer's Estimate</i>	\$119,097.88
<b>Hays Plumbing and Heating, Inc.</b>	<b>\$108,270.80</b>

A tabulation of bids (after check) and the Engineer's cost estimate are attached. Also attached is a copy of the Bid Opening Data Sheet as completed by City of Las Vegas.

There were no errors in bid received. After the evaluation, the apparent low bidder for the project is Hays Plumbing and Heating, Inc. We have reviewed the documents provided with Hays Plumbing and Heating's submitted bid, which include the following:

- The Bid Proposal was signed by Gordon Hays, President, an individual duly authorized to bind the company.
- Hays Plumbing and Heating is a licensed contractor in the State of New Mexico, License No. 8243, License Classifications MM98 and GB98. We have verified this information with PSI License Management (<http://public.psiexams.com/search.jsp>).
- The New Mexico Department of Workforce Solutions listed a Registration No. of 002369720111209 for this company. (<https://www.dws.state.nm.us/pwaa/LRDEmployer/PW/Search/LEFSearch.ASPX>).

Along with the signed Bid Proposal form, Hays Plumbing and Heating. submitted the following complete bid items:

- Bid Bond in the amount of 5 percent of the Bid with Power of Attorney. The surety for the Bid Bond is Granite Re, Inc. who is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$4,982,000. We have verified this information with the U.S. Department of the Treasury's Listing of Sureties Approved to Conduct Business in the State of New Mexico. ([https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm#f](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm#f))

**Engineering ▲**

**Spatial Data ▲**

**Advanced Technologies ▲**

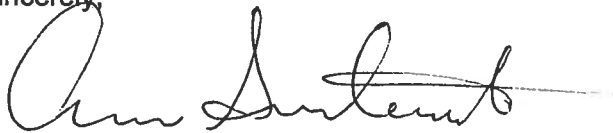
Travis Martinez  
City of Las Vegas  
March 9, 2023  
Page 2

- Non-Collusive Affidavit
- Campaign Contribution Disclosure Form
- XP-211 Bidder's Certification Regarding Contract under EEO Clause
- XP-215 MBW/WBE/SBRA Utilization Information Sheet
- XP-315 Davis Bacon Certification
- 5700-49 Certification Regarding Debarment
- 6100-2 (DBE Subcontractor Participation Form)
- 6100-3 (N/A)
- 6100-4 DBE Program (N/A)
- Telecommunication and Video Surveillance Services Prohibition Certification
- American Iron and Steel Certification

Based on the information before us, Hays Plumbing and Heating, Inc. has submitted the lowest responsive, responsible bid.

We therefore recommend that, if a Contract for this work is awarded, it be awarded to Hays Plumbing and Heating for the Base Bid total of \$108,270.80, including New Mexico Gross Receipts Tax.

Sincerely,



Andrew Swartswalter, PE  
Engineer

AS/ab  
Enclosures



March 15, 2023

Travis Martinez  
Project Coordinator  
City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

**Re: Concurrence with Recommendation of Award  
City of Las Vegas Water Treatment Plant Effluent Pumps Project (DW-5363)**

Dear Mr. Martinez,

The New Mexico Environment Department Construction Programs Bureau (NMED CPB) has reviewed the Recommendation of Award letter dated March 9, 2023 and Bid Tabulation prepared by Bohannon Huston for the referenced project which were received on March 11, 2023. The NMED CPB has also reviewed the sole bidder, Hays Plumbing & Heating, bid submittal and required bid documents.

The NMED CPB concurs with the recommendation to award the construction contract to the apparent lowest responsive and responsible bidder, Hays Plumbing & Heating, for the total bid amount of \$100,000.00 plus NMGR. This letter also serves as a RECOMMENDATION OF APPROVAL to the NMFA.

Please submit the notice of the award, notice of a pre-construction conference, the executed construction contract documents (including payment and performance bonds), and notice to proceed to NMED CPB. Please contact me if you have any questions at (505) 469-2687 or [andrea.telmo@state.nm.us](mailto:andrea.telmo@state.nm.us).

Sincerely,

**Andrea  
Telmo**

Digitally signed by  
Andrea Telmo  
Date: 2023.03.15  
11:55:18 -06'00'

Andrea Telmo, PE  
Technical Section Manager, NMED CPB

cc: Marvin Cordova, City of Las Vegas  
Todd Johansen, Senior Program Administrator, NMFA DWSRF  
Andrew Swartswalter, PE, Bohannon Huston  
Donzil Worthington, Bohannon Huston  
Todd Burt, PE, Bohannon Huston



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 3/31/23

**Department:** Utilities Division

**Item/Topic:** Award RFP #2023-07 for Commercial Electrical Services to Electric Horseman INC.

Advertised: 02/17/2023; Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening: 03/15/2023

Number of Proposers: 1 – Electric Horsemen Inc.

**Fiscal Impact:** Paid for through City funding based on project

**Attachments:** Original proposal, proposal opening sheet, proposals received

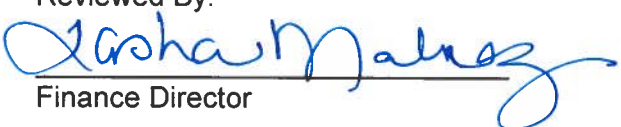
**Committee Recommendation:** This item will be discussed at the April 11, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, March 15, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**COMMERCIAL ELECTRICAL SERVICE.**

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

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **COMMERCIAL ELECTRICAL SERVICE**. Opening No. 2023-07 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Leo J. Maestas  
Leo J. Maestas, City Manager

Ranford D. Van Vleet  
New Mexico Local Government Law

Cassandra Fresquez  
Cassandra Fresquez, City Clerk

Tasha Martinez  
Tasha Martinez, Finance Director

Helen Vigil  
Helen Vigil, Purchasing Officer

Opening No. 2023-07

Date issued: 2/14/2023

Published: Las Vegas Optic 2/17 2023

Albuquerque Journal 2/17 2023

www.lasvegashm.gov 2/17 2023

**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

SERVICE (S): **COMMERCIAL ELECTRICAL SERVICE.**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_



## AWARDED PROPOSAL

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

## TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: March 15, 2023; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for \_\_\_\_\_, 2023. The successful offeror will be notified by mail.

## ENVELOPES

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

## COPIES

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

## LABELS

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

## BRIBERY AND KICKBACK

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

## RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### NEW MEXICO TAX IDENTIFICATION NUMBER

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

### SPECIAL NOTICE

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

### NEGOTIATION

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

### CONTRACT

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

### TAXES:

Bidder must pay all applicable taxes.

### NOTE:

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS FOR COMMERCIAL ELECTRICAL SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for commercial electrical services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide miscellaneous Electrical Services in various Water Treatment Plant, Waste Water Treatment plant, Solid Waste, Gas and City of Las Vegas facilities on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. The contractor shall provide all necessary services to keep electrical equipment in operation.
2. Tasks include maintenance, repair or upgrade work such as (but not limited to): trouble shooting to identify and address electrical malfunctions or issue affecting the performance of overload relays, variable frequency drives, motors, treatment chemical level sensors, treatment plant call out systems, heaters, lights and any other treatment plant equipment.
3. Services could also include the installation of new or the upgrading of existing electrical service to support new or upgraded equipment for operations.
4. The contractor agrees to furnish all necessary labor, materials, and equipment, and to perform all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
5. Contractor shall provide on-site supervision at all times for all of their work to be performed.

### **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.  
The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.
- 2.2 Submittal of Proposals: One original (1) & Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PROPOSAL FOR COMMERCIAL ELECTRICAL SERVICES"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

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

\*Note: Price cannot be a factor

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1 BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the

Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

#### 5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

### 6. INSTRUCTIONS TO OFFEROR

#### 6.1. REQUEST FOR PROPOSAL DOCUMENTS

##### 6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

##### 6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

##### 6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

#### 6.2 PROPOSAL SUBMITTAL PROCEDURES

##### 6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide six (6) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.



- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
  2. Campaign Contributions Disclosure Form
    - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
  3. Personnel Experience
    - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
  4. Licenses (if applicable)
    - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
  5. Experience in Specialized Services referenced in scope
    - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
  6. Documentation
    - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
  7. Financial (If Applicable)
    - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
  8. Additional Information
    - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
  9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

#### 6.2.2 SUBCONSULTANTS

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

#### 6.2.3 PREQUALIFICATION PROCESS

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

#### 6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

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

#### 6.2.5 REJECTION OF SUBMITTED PROPOSALS

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

#### **6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

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

#### **6.2.7 REJECTION OF CANCELLATION OF PROPOSALS**

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

### **7. CONSIDERATION OF PROPOSALS**

#### **7.1 RECEIPT, OPENING AND PROPOSALS:**

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

#### **7.2 PROPOSAL EVALUATION**

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall

be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).

- d. Selection Process (§13-1-120 NMSA 1978):
  1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
  2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
    - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
    - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

### 7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

### 7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## 8. POST PROPOSAL INFORMATION

### 8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing

within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  1. State the reasons for the action taken; and
  2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

#### **8.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

#### **8.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

#### **8.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

### **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

### **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment

6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

## 12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

## 12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).

- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.



Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

## EVALUATION SHEET

### Offerors:

Proposal must address each of the following criteria.

<b>Rating Sheet For (applicant name):</b>		
<b>Item</b>	<b>Possible Points</b>	<b>Points Awarded</b>
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 15-Mar-2023

OPENING NO.: 2023-07

TIME: 2:00 PM

DEPARTMENT: **UTILITIES**

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

ITEM(S): **COMMERCIAL ELECTRICAL SERVICE**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Electric Horseman Inc.</u>		<u>⊖</u>	<u>⊖</u>	<u>✓</u>	<u>✓</u>
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <u>Adrian Hernandez</u>	<u>CLV PM</u>
2 <u>[Signature]</u>	<u>CLV Purchasing</u>
3 <u>Margaret Silva</u>	<u>CLV INVENTORY</u>
4 <u>Travis Martinez</u>	<u>CLV PM</u>
5	
6	
7	
8	
9	
10	

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

[Signature]  
DATE: 3/15/23

OPENED BY: FINANCE DEPARTMENT

[Signature]  
DATE: 3-15-2023

COPIES TAKEN BY DEPT:

Travis Martinez PM  
DATE: 3-15-23

**SCORING MATRIX**  
**RFP 2023-07 Commercial Electrical Services**

	<b>Electric Horseman Inc.</b>				
<b>1. Specialized Services as defined in the Scope of Work</b> 25 points	Evaluator #1---24 Evaluator #2---23 Evaluator #3---22 Evaluator #4---23 Evaluator #5---24	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
<b>2. Capacity and Capability</b> 25 points	Evaluator #1---25 Evaluator #2---25 Evaluator #3---25 Evaluator #4---25 Evaluator #5---25	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
<b>3. Past Record and Performance</b> 20 Points	Evaluator #1---18 Evaluator #2---17 Evaluator #3---18 Evaluator #4---18 Evaluator #5---18	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
<b>4. Familiarity with City of Las Vegas and related services</b> 15 Points	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---13	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
<b>5. Current Volume of Work with the City of Las Vegas is less than 75%</b> 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
<b>6. Resident or Veterans Preference</b> 5 Points	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
<b>Totals</b>	478				
	Evaluator #1---97 Evaluator #2---95 Evaluator #3---95 Evaluator #4---96 Evaluator #5---95	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
	<b>95.6%</b>				

**City of Las Vegas Request for Proposal  
#2023-07**

**Commercial Electrical Services**

**Submitted by:**

**The ELECTRIC HORSEMAN, Inc.**

**...an electrical services co.**

**DENNIS M. LUCERO**

**License #84183**

**14B Rudolph Dr.  
Las Vegas, NM 87701**

**The ELECTRIC HORSEMAN, Inc.**  
**...an electrical services co.**  
**DENNIS M. LUCERO**  
**License #84183**

electrichorseman1@msn.com    NM Public Works Contractor Registration #002306020110816    14B Rudolph Dr.  
Las Vegas, NM 87701  
Phone: (505) 454-4700    Mobile Dennis (505) 617-2001  
Fax: (505) 454-4707

**City of Las Vegas Request for Proposal #2023-07**  
**Commercial Electrical Services**

**Table of Contents**

- **Section A – Offeror’s Information and Notarized Affidavit**
- **Section B – Campaign Contributions Disclosure Form  
and Federal Identification Number**
- **Section C – Personnel Information**
- **Section D – Licenses**
- **Section E – Experience in Specialized Services in Scope  
and References**
- **Section F – Documentation**
- **Section G – Financial**
- **Section H – Additional Information and Price for  
Proposal**

**The ELECTRIC HORSEMAN, Inc.**  
**...an electrical services co.**  
**DENNIS M. LUCERO**  
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electrichorseman1@msn.com      NM Public Works Contractor Registration #002306020110816      14B Rudolph Dr.  
Las Vegas, NM 87701  
Phone: (505) 454-4700      Mobile Dennis (505) 617-2001  
Fax: (505) 454-4707

**Section A: Offeror's Identification**

Please see attached Notarized affidavit. The Electric Horseman, Inc. will be considered the General Contractor on **RFP#2023-07, Commercial Electrical Services**. The following are Electric Horseman personnel who are authorized for preparation and execution of the contract:

- Dennis Lucero, President. Contact phone number: 505-617-2001.
- Dennette Nugent, Office Manager. Contact phone number: 505-454-4700.
- Annette Lucero, Administrative Assistant. Contact phone number: 505-454-4700.

OFFEROR INFORMATION

OFFEROR: The Electric Horseman, Inc.

AUTHORIZED AGENT: Dennis M. Lucero

ADDRESS: 14B Rudolph Dr. Las Vegas, NM 87701

TELEPHONE NUMBER (505) 617-2001

FAX NUMBER (505) 454-4707

DELIVERY: 16 Rudolph Dr. Las Vegas NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1438508720

NEW MEXICO CONTRACTORS LICENSE NO.: 84183

SERVICE (S): **COMMERCIAL ELECTRICAL SERVICE.**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Dennis M. Lucero state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
Signature

Subscribed and sworn to before me, this 8 day of March, 2023.

(SEAL)

[Signature]  
Notary Public Signature  
My Commission Expires: 5-16-23





**Section B: Campaign Contributions Disclosure Form**

Please see attached Campaign Contributions Disclosure Form

and

Federal Identification Number.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

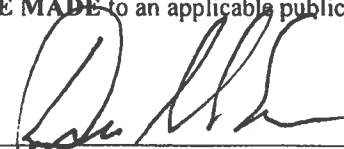
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

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

  
\_\_\_\_\_  
Signature

03/13/2023  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title (Position)

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0473451

SOCIAL SECURITY NUMBER: \_\_\_\_\_

## Section C: Personnel Experience

The Electric Horseman, Inc. employees fifteen full-time employees. Our employees are highly trained individuals who can maintain the pace of a job and still maintain the highest standards of quality. We take pride in the fact that all these employees are from the vicinity of Las Vegas, NM. All our journeymen are continually keeping up with industry standards by way of continuing education classes. Our fire alarm technicians attend mandated out of state classes so they can keep up with new trends and training for the Honeywell/Gamewell/FCI fire alarm systems. Our apprentices are trained by the Northern New Mexico Independent Electrical Contractors association; reports and dues are paid to them monthly. The following are personnel who may be working on service calls or jobs with the city of Las Vegas. Apprentices/helpers listed may also be assisting on job sites.

- Dennis M. Lucero, NM Journeyman's License #: EE98J-07394. Electrical work experience is approximately 38 years.
- Daniel Hutchinson, NM Journeyman's License #: EE98-101237. Electrical work experience is approximately 26 years.
- Orlando Gold, Jr. Journeyman's License #: EE98J-355846. Electrical experience is approximately 25 years.
- Anthony Sandoval, NM Journeyman's License #:EE98J-378157. Electrical experience is approximately 20 years.
- Jonathan Martinez, NM Journeyman's License #: EE98J-400342. Electrical experience is approximately 20 years.
- Mateo Gold, NM Journeyman's License #: EE98J-410514. Electrical experience is approximately 5 years.
- Harold Sena, Electrical Technician
- Jerry Martinez, Apprentice
- James Hutchinson, Apprentice
- Erik Lucero, Equipment Operator
- Isaac Tarin, Helper
- Elmer Alcon, Safety Coordinator & Fire Alarm Technician.
- Cordelle Nugent, Fire Alarm Technician.

The Electric Horseman, Inc, and its employees are familiar with many aspects of the City of Las Vegas's utilities system as we have previously been awarded and completed several jobs for the city: Taylor Well #7 Replacement, Taylor Well #7 Phase 2 the CLV Grand Effluent Reuse project and the Las Vegas Municipal Airport PAPI Installation project. We are currently working on the CLV Airport Lighting and Signage Rehabilitation project as well as on call maintenance at Storrie Lake and the Waste Water Treatment Plant. We are frequently called by CLV maintenance personnel to troubleshoot and repair or service various problems that may arise.

**Section D: Licenses**

Attached is Dennis Lucero's Electrical Contracting license.

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **ELECTRIC HORSEMAN, INC., THE**  
**PERMANENT LICENSE #84183**

*Located at:* **14B RUDOLPH DR, LAS VEGAS, NM 87701**

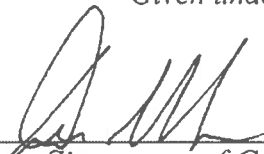
*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**EE98**

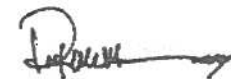
*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

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

  
\_\_\_\_\_  
*Signature of Contractor*

**05/24/2016**



\_\_\_\_\_  
*Pat McMurray*  
Director

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

Gary Johnson  
Governor

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

Kelly S Ward  
Superintendent

CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive  
Santa Fe, New Mexico 87501

Robert Unthank  
Director

*This is to certify that:*

**LUCERO, DENNIS M.**

**217231**

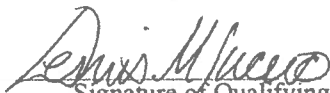
**THE ELECTRIC HORSEMAN, INC.**

*Has qualified for the following classifications*

**EE98          09/27/2000**

*As set up by the CONSTRUCTION INDUSTRIES DIVISION*

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on this twenty-seventh day of September 2000*

  
Signature of Qualifying Party

  
Director

NOTE This certificate must be surrendered to the CONSTRUCTION INDUSTRIES DIVISION when the Qualifying Party is no longer associated with the contractor named above.

## Section E: Experience in Specialized Services

We have been in existence as a corporation since 2000. The Electric Horseman, as a company, has twenty-three years of experience and has been awarded, completed or has in progress the following projects either under a general contractor or on its own. Our customer references are listed below the projects list. Although we can do residential, we specialize in commercial and industrial services, and are familiar with all aspects of the electrical business. We do work for schools, municipalities, as well as large private entities. We currently have maintenance contracts with Las Vegas City School, NM Behavioral Health Institute and the Commercial Services contract with the City of Las Vegas and have worked extensively with the city's water and wastewater facilities.

<u>Name of Project/ Owner</u>	<u>Architect/Engineer</u>	<u>Completed</u>
NMBHI Technology Loop Las Vegas, NM	Bridgers & Paxton 505-883-4111	20%
CLV Airport Lighting & Signage Rehabilitation Las Vegas, NM	Molzen Corbin & Associates 505-242-5700	30%
Santa Fe High Early Opportunities College Santa Fe, NM	Baker Architecture & Design 505-254-4697	30%
Santa Fe Teen Center Santa Fe, NM	Wilson & Company 505-348-4000	70%
Michael Marr Gymnasium HVAC Upgrades Las Vegas, NM	Honeywell International 505-250-0942	98%
CLV Solid Waste Facility Fire Suppression Las Vegas, NM	Souder, Miller & Associates 505-299-0942	100%
NMBHI Meadows Phase 3 Las Vegas, NM	Vigil & Associates 505-890-5030	
LVCS Los Ninos Phase 2 Las Vegas, NM	Archis Design, LLC 505-505-998-7717	
NMDOT Lift Station Improvements Las Vegas, NM	Moltzen Corbin & Associates 505-242-5700	
Detention Center Lift Station Improvements Las Vegas, NM	Souder, Miller & Associates 505-299-0942	
Dee Bib Lift Station Improvements Las Vegas, NM	Stantec 575-538-5395	
Las Vegas Municipal Airport PAPI Installation Las Vegas, NM	Molzen-Corben 505-242-5700	
NMHU Rodgers Hall Renovations New Mexico Highlands University Las Vegas, NM	Baker Architecture + Design 505-254-4697	
Pecos Valley Medical Center Pecos, NM	SMPC Architects 505-255-8668	



**WLV Middle School Renovations  
West Las Vegas School Dist.  
Las Vegas, NM**

**Wilson & Company  
505-348-4000**

**NMHU Media Arts Trolley Barn  
NM Highlands University  
Las Vegas, NM**

**Baker Architecture +Design  
505-254-4697**

**Luna Community College  
LCC Automotive Technologies  
Las Vegas, NM**

**Wilson & Company  
505-348-4000**

**UNM Taos Klauer Campus  
Landscape/Hardscape Pkg.  
Taos, NM**

**Living Design Group  
575-751-9481**

**City of Las Vegas  
Taylor Well #7 Phase 2  
Las Vegas, NM**

**Molzen Corbin & Assoc.  
505-242-5700**

**Luna Community College  
Building Trades Renovation  
Las Vegas, NM**

**Wilson & Company  
505-348-4000**

**UNM Taos Klauer Campus  
Student Success Center  
Taos, NM**

**Living Design Group  
575-751-9481**

**Luna Community College  
Auto Body Shop Renovation  
Las Vegas, NM**

**Wilson & Company  
505-348-4000**

**Mosquero Gym Addition  
Mosquero, NM**

**Vigil & Associates  
505-980-5030**

**Mora San Miguel  
Photo Voltaic Farm  
Las Vegas, NM**

**Standard Solar  
Rockville, MD  
301-944-1200**

**City of Las Vegas North  
Grand Effluent Reuse  
Las Vegas, NM**

**Molzen Corbin & Assoc.  
505-242-5700**

**Rita Marquez Elementary/  
Anton Chico Middle School  
Anton Chico, NM**

**FBT Architects  
505-883-5200**

**NMHU Student Union Bldg.  
NM Highlands University  
Las Vegas, NM**

**Studio Southwest Architects  
505-982-7191**

**Taylor Well #7 Replacement  
City of Las Vegas  
Las Vegas, NM**

**Molzen-Corbin & Assoc.  
505-242-5700**

**Mosquero Media Center  
Mosquero School District  
Mosquero, NM**

**Jonathan Whitten & Assoc.  
505-425-9367**

**NM State Police Dist. 2 Headquarters  
NM Property Control Division  
Las Vegas, NM**

**Steve Newby & Associates  
575-525-2000**

**Capital High School  
Photo Voltaic System  
Santa Fe, NM**

**Peak Power Engineering  
505-982-7071**

**LVCS HVAC Upgrades @  
5 Elementary Schools  
Las Vegas City Schools**

**Vigil & Associates  
505-890-5030**

**LCC Media Education Center  
Luna Community College**

**Ortega & Associates  
505-982-2879**

**NMHU Lora Shields Science  
Building Renovations  
NM Highlands University  
Las Vegas, NM**

**Soleil West  
505-293-1477**

**National Electric Supply  
Roof Mounted Photo Voltaic  
Santa Fe, NM**

**Peak Power Engineering  
505-982-7071**

**Community 1<sup>st</sup> Bank  
Crockett Bldg. Renovation  
Community First Bank  
Las Vegas, NM**

**Dekker/Perich/Sabatini LTD  
505-761-9700**

**Philmont Scout Ranch-Kitchen  
Boy Scouts of America  
Cimarron, NM**

**Rick Bennett Architects  
505-242-1859**

**NMHU Natatorium Remodel  
NM Highlands University  
Las Vegas, NM**

**Soleil West  
505-293-1477**

**San Miguel County  
Detention Center  
San Miguel County**

**NCA Architects, P.A.  
505-255-6400**

**Felix Martinez Bldg. Remodel  
NM Highlands University  
Las Vegas, NM**

**Studio Southwest Architects  
505-982-7191**

**NM Behavior Health Institute  
CBS-Electrical Upgrades  
State of New Mexico  
Las Vegas, NM**

**Peak Power Engineering  
David Gonzales  
505-982-7071**

**NMHU Science Bldg.  
NM Highlands University  
Las Vegas, NM**

**NCA Architects  
505-255-6400**

**NMHU Student Housing  
NM Highlands University  
Las Vegas, NM**

**Dekker/Perich/Sabatini Ltd.  
505-761-9700**

**LVCS MMS Fire Alarm Install.  
Las Vegas City Schools  
Las Vegas, NM**

**Electric Horseman, Inc.  
505-454-4700**

**Mora County Complex  
Mora County  
Mora, NM**

**Ortega & Associates  
505-982-2879**

**Springer Football Field Lighting  
Springer Municipal Schools  
Springer, NM**

**CCI Engineering  
505-242-8046**

**San Miguel Co. Courthouse Rem.  
San Miguel County  
Las Vegas, NM**

**Soleil West  
505-293-1477**

**Ongoing: Maintenance Contract with Las Vegas City Schools and NM Behavioral Health Institute,  
City of Las Vegas Commercial Electrical Services.**

## References:

### Customers

Sylvia Baca, Facilities & Planning Director  
New Mexico Highlands University 505-454-3260/505-454-3120

James Pollard, Sr. Project/Construction Manager  
University of New Mexico – Taos Campus 575-779-7093/ 575-758-5898

Jerry Maestas, Project/Construction Manager  
West Las Vegas School District 505-426-2516/505-426-2318

Juan Carlos Fulgenzi, Director of Operations  
Las Vegas City Schools 505-454-5722/505-454-5711

Mike Lucero, Interim Maintenance Supervisor  
NM Behavioral Health Institute 505-454-2559

### General Contractors

Franken Construction  
James Franken, President 505-425-7578/505-454-1394

Stoven Construction  
Jeff Romero, President 505-884-7550/505-884-7551

Cross Connection, Inc.  
Michael Sanchez, Project Coordinator 505-747-4868/505-747-4869

### Architects/Engineers

### Phone#/Fax#

David Gonzales, Peak Power Engineering  
Kevin Balciar, Soleil West 505-982-7071/505-982-2274  
505-293-1477/505-237-8314

### Suppliers

Mike Prada, Summit Electric Supply  
Dale Rockwood, Gexpro 800-824-4400/505-438-3300  
505-243-8500/505-243-8511  
Ronald Landavazo, Border States Electric 505-338-3181/505-344-7474  
Mark Delaney, Mountain States Agency 505-867-5805/505-867-5034

### Accountant

Robert Clark, CPA 505-884-3703/505-837-2239

### Bonding Company

Joshua Boruff, HUB International 505-262-9418/888-487-3972

### Banking

Juan Carlos Gonzalez, Wells Fargo 469-442-0948/866-392-9489

**Section F: Documentation**

See attached licenses, certifications and qualifications.

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **THE ELECTRIC HORSEMAN INC**

DBA: **THE ELECTRIC HORSEMAN INC**  
**14B RUDOLPH DR**  
**LAS VEGAS, NM 87701-9404**

Expires: **22-May-2023**

Certificate Number:

**L1438508720**



Stephanie Schardin Clarke  
*Cabinet Secretary*

**THIS CERTIFICATE IS NOT TRANSFERABLE**



NEW MEXICO STATE FIRE MARSHAL'S OFFICE

# CERTIFICATE OF FITNESS



*The Electric Horseman Inc*

Has fulfilled the requirements of the New Mexico State Fire Marshal's Office "Certificate of Fitness Program," as per Title #10, Chapter #25, Part #2 of the New Mexico Administrative Code. In doing so, the holder of this certificate is approved to inspect, install, maintain and repair the following types of Fire Protection Equipment within the State of New Mexico.

Fire Sprinkler Systems

Fire Alarm Systems

Fire Smoke Dampers - Mechanically Actuated

Chemical Fire Extinguishing Systems

Portable Fire Extinguishers

Fire Smoke Dampers - Electrically Actuated

THIS CERTIFICATE EXPIRES: DECEMBER 31, 2024

**THIS CERTIFICATE IS NOT AN ENDORSEMENT OF THIS COMPANY AND MAY BE REVOKED AT ANY TIME**

\*ALTERING OF THIS DOCUMENT WILL VOID THIS CERTIFICATE AND WILL RESULT IN CERTIFICATE OF FITNESS BEING REVOKED

2023/2024

Randy Ferguson, Fire Inspector  
State Fire Marshal's Office

#23-0119

## **Section G: Financial**

If awarded a contract for the **CLV RFP #2023-07 for Commercial Electrical Services**, The Electric Horseman, Inc. will, if required, provide any financial information including a credit rating.

## **Section H: Additional Information**

The Electric Horseman has been a registered electrical contractor since 1999 and became incorporated with the State of New Mexico in 2000. We comply 100% with NM state and wage laws and keep meticulous records available for inspection. We are in compliance with the State of NM procurement laws, as well as in compliance with the NM Dept. of Labor including the Public Works registration. I am familiar with all of the business aspects of being an electrical/fire safety systems contractor which includes, but not limited to bidding, bonding, submittals, keeping up with all office work involved in these types of projects, as well as working in conjunction with the owners, architects and general contractors to ensure a top-quality installation, repair or maintenance. We can complete any and all projects on a timely basis and have the work done correctly and in a professional manner. The Quality Assurance program we have in place fulfills the needs and expectations of the Owners and General Contractor's; we ensure a consistently high standard of quality in all of our projects. All material we install is U.L. listed and meets or exceeds project specifications. All equipment is installed per manufacturer's recommendations. No corners are cut to save money. The owner will get what they pay for without exception.

My office and warehouse are located on Rudolph Drive in Las Vegas, NM. Because I am from Las Vegas and live in the immediate vicinity, I am easy to contact and can quickly respond to any emergency that comes up at the City of Las Vegas. Our response time can be almost immediate because of our proximity to the city and willingness to carry and answer our cellular phones. We are available for on-call services outside of a regular Monday through Friday work week as well as for nationally recognized holidays. We are always available and respond in a timely fashion anytime we are called.

We have two completely stocked service trailers and seven service trucks that we use on the worksites. We also have a well-stocked warehouse and have access to materials every day. If we do not have what we need on hand, I can usually have parts delivered by the next working day.

The Electric Horseman is the largest electrical company in Las Vegas and Northeastern New Mexico. We are not a small company but are in no way as big as the electrical contractors who come to Las Vegas looking for work. We can compete and perform just as well if not better than these large companies, both monetarily and performance. We employ locals which is important to the success of our community. The Electric Horseman would like to thank the City of Las Vegas for the opportunity to provide our services.



**The ELECTRIC HORSEMAN, Inc.**  
**...an electrical services co.**  
**DENNIS M. LUCERO**  
**License #84183**

electrichorseman1@msn.com   NM Public Works Contractor Registration #002306020110816   14B Rudolph Dr. Las Vegas, NM 87701  
Phone: (505) 454-4700   Mobile Dennis (505) 617-2001  
Fax: (505) 454-4707

**City of Las Vegas Request for Proposal #2023-07**  
**Commercial Electrical Services**  
**Hourly Rates**

<b>Foremen/Supervisor:</b>	<b>\$85.00/hr.</b>
<b>Journeyman:</b>	<b>\$75.00/hr.</b>
<b>Laborer:</b>	<b>\$48.00/hr.</b>
<b>Helper:</b>	<b>\$30.00/hr.</b>

**By NM State Law, anything after 40 hours is to be paid at time and a half.**  
**Saturday is time and a half and Sunday is paid double time.**

**Lodging and mileage do not apply being that we are local.**



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

**Meeting Date:** April 12, 2023

**Date Submitted:** 4/5/23

**Department:** Executive

**Item:** Discussion/Direction on recruiting and hiring a City Attorney.

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor Louie Trujillo

Reviewed By:

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_